

<i>SERFF Tracking Number:</i>	<i>ELAS-126911699</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47348</i>
<i>Company Tracking Number:</i>	<i>ICC10DPADV(REV 1010)</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>II ADV Name Change/ICC10DPADV(rev 1010)</i>		

Filing at a Glance

Company: AXA Equitable Life Insurance Company

Product Name: Retirement Cornerstone	SERFF Tr Num: ELAS-126911699	State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non-Variable and Variable	SERFF Status: Closed-Approved-Closed	State Tr Num: 47348
Sub-TOI: A02.11.002 Flexible Premium	Co Tr Num: ICC10DPADV(REV 1010)	State Status: Approved-Closed
Filing Type: Form	Author: Frank E Fernandez	Reviewer(s): Linda Bird
	Date Submitted: 11/18/2010	Disposition Date: 11/22/2010
		Disposition Status: Approved-Closed
Implementation Date Requested: 01/14/2011		Implementation Date:

State Filing Description:

General Information

Project Name: II ADV Name Change
 Project Number: ICC10DPADV(rev 1010)
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Not Filed
 Date Approved in Domicile:
 Domicile Status Comments: Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York.
 Market Type: Individual
 Group Market Size:
 Group Market Type:
 Explanation for Other Group Market Type:
 State Status Changed: 11/22/2010
 Created By: Frank E Fernandez
 Corresponding Filing Tracking Number:

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:
 Filing Status Changed: 11/22/2010

Deemer Date:
 Submitted By: Frank E Fernandez

SERFF Tracking Number: ELAS-126911699 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47348
Company Tracking Number: ICC10DPADV(REV 1010)
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: Retirement Cornerstone
Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

Filing Description:

Please see attached filing letter for information regarding this Name Change submission

Company and Contact

Filing Contact Information

Gregory Prato, Assistant Vice President greg.prato@axa-equitable.com
1290 Avenue of the Americas, 14th Floor 212-314-5710 [Phone]
New York, NY 10104 212-314-3380 [FAX]

Filing Company Information

AXA Equitable Life Insurance Company CoCode: 62944 State of Domicile: New York
1290 Avenue of the Americas, 14-10 Group Code: 968 Company Type: LIFE Insurance
New York,, NY 10104 Group Name: State ID Number:
(212) 314-2921 ext. [Phone] FEIN Number: 13-5570651

Filing Fees

Fee Required? Yes
Fee Amount: \$600.00
Retaliatory? No
Fee Explanation: 12 forms at \$50.00 per form = \$600.00
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
AXA Equitable Life Insurance Company	\$600.00	11/18/2010	42081965

<i>SERFF Tracking Number:</i>	<i>ELAS-126911699</i>	<i>State:</i>	<i>Arkansas</i>
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/22/2010	11/22/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Policy Form Certification	Frank E Fernandez	11/18/2010	11/18/2010

<i>SERFF Tracking Number:</i>	<i>ELAS-126911699</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47348</i>
<i>Company Tracking Number:</i>	<i>ICC10DPADV(REV 1010)</i>		
<i>TOI:</i>	<i>A02.II Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.II.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>II ADV Name Change/ICC10DPADV(rev 1010)</i>		

Disposition

Disposition Date: 11/22/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: ELAS-126911699 State: Arkansas

Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47348

Company Tracking Number: ICC10DPADV(REV 1010)

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: Retirement Cornerstone

Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	No	
Supporting Document	Application	No	
Supporting Document	Life & Annuity - Acturial Memo	No	
Supporting Document	Filing Letter	No	
Supporting Document	Statements of Variability	No	
Supporting Document	Redlined Forms - Showing Changes	No	
Supporting Document	Policy Form Certification	No	
Form	Data Pages	No	
Form	GUARANTEED INCOME BENEFIT RIDER	No	
Form	"GREATER OF" DEATH BENEFIT RIDER	No	
Form	HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER	No	
Form	RETURN OF PRINCIPAL DEATH BENEFIT RIDER	No	
Form	ENDORSEMENT APPLICABLE TO THE TERMINATION OF AN OPTIONAL GUARANTEED INCOME BENEFIT AND/OR THE TERMINATION OR CHANGE OF AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)	No	
Form	ENDORSEMENT APPLICABLE TO PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT INVESTMENT OPTIONS	No	
Form	ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING	No	
Form	ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS	No	
Form	ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS	No	
Form	ENDORSEMENT APPLICABLE TO	No	

SERFF Tracking Number: ELAS-126911699 *State:* Arkansas
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Form **ROTH IRA CONTRACTS**
Enrollment Form **No**

SERFF Tracking Number: ELAS-126911699 *State:* Arkansas
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Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

Amendment Letter

Submitted Date: 11/18/2010

Comments:

Singed Policy Form Certification

Changed Items:

Supporting Document Schedule Item Changes:

User Added -Name: Policy Form Certification

Comment:

Certification for Name Change - Non-Compact Individual.pdf

SERFF Tracking Number: ELAS-126911699 State: Arkansas

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Company Tracking Number: ICC10DPADV(REV 1010)

TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable

Product Name: Retirement Cornerstone

Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

Form Schedule

Lead Form Number: ICC10DPADV(rev 1010)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ICC10DPA DV(rev 1010)	Data/DeclarData Pages ation Pages	Revised	Replaced Form #: ICC10DPADV Previous Filing #: ELAS-126777923	0.000	RC 11 ADV DPs_final with name changes- CLEAN.pdf
	ICC10GIB1 (rev 1010)	Policy/Cont GUARANTEED ract/Fratern INCOME BENEFIT al RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: ICC10GIB1 Previous Filing #: ELAS-126777923	0.000	ICC10GIB1- final with name changes- CLEAN.pdf
	ICC10GMD BGR1(rev 1010)	Policy/Cont "GREATER OF" ract/Fratern DEATH BENEFIT al RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: ICC10GMDBGR1 Previous Filing #: ELAS-126777923	0.000	RC II 6-10 ICC10GMDB GR1 Rider - final with name changes- CLEAN.pdf
	ICC10GMD BHAV1(rev 1010)	Policy/Cont HIGHEST ract/Fratern ANNIVERSARY al VALUE DEATH Certificate: BENEFIT RIDER Amendmen t, Insert Page,	Revised	Replaced Form #: ICC10GMDBHAV1 Previous Filing #: ELAS-126777923	0.000	RC II 6-10 ICC10GMDB HAV1 Rider - final with name changes- CLEAN.pdf

SERFF Tracking Number: ELAS-126911699 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47348
Company Tracking Number: ICC10DPADV(REV 1010)
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: Retirement Cornerstone
Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

ICC10GMD Policy/Cont RETURN OF BROP1(rev ract/Fratern PRINCIPAL DEATH 1010) al BENEFIT RIDER Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Revised	Replaced Form #: 0.000 ICC10GMDBROP1 Previous Filing #: ELAS-126777923	RC II 6-10 ICC10GMDB ROP1 Rider - final with name change- CLEAN.pdf
ICC10GBE Policy/Cont ENDORSEMENT NDO1(rev ract/Fratern APPLICABLE TO 1010) al THE TERMINATION Certificate: OF AN OPTIONAL Amendmen GUARANTEED t, Insert INCOME BENEFIT Page, AND/OR THE Endorseme TERMINATION OR nt or Rider CHANGE OF AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)	Revised	Replaced Form #: 0.000 ICC10GBENDO1 Previous Filing #: ELAS-126777923	ICC10GBEN DO1 with name changes- CLEAN.pdf
ICC10GOA Policy/Cont ENDORSEMENT 1(rev 1010) ract/Fratern APPLICABLE TO al PROTECTION WITH Certificate: INVESTMENT Amendmen PERFORMANCE t, Insert ACCOUNT Page, INVESTMENT Endorseme OPTIONS nt or Rider	Revised	Replaced Form #: 0.000 ICC10GOA1 Previous Filing #: ELAS-126777923	ICC10GOA1 with name changes- CLEAN.pdf
ICC10SMM Policy/Cont ENDORSEMENT DCA1(rev ract/Fratern APPLICABLE TO 1010) al SPECIAL MONEY Certificate: MARKET DOLLAR	Revised	Replaced Form #: 0.000 ICC10SMMDCA1 Previous Filing #: ELAS-126777923	ICC10SMMD CA1 with name changes-

SERFF Tracking Number: ELAS-126911699 State: Arkansas
Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47348
Company Tracking Number: ICC10DPADV(REV 1010)
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Retirement Cornerstone
Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

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nt or Rider					
ICC10NQ1(Policy/Cont ENDORSEMENT	Revised	Replaced Form #:	0.000	ADV-NQ
rev 1010)	ract/Fratern APPLICABLE TO		ICC10NQ1		ENDORSEM
	al NON-QUALIFIED		Previous Filing #:		ENT_with
	Certificate: CONTRACTS		ELAS-126777923		name
	Amendmen				changes-
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	nt or Rider				
ICC10IRA1	Policy/Cont ENDORSEMENT	Revised	Replaced Form #:	0.000	ADV-IRA
(rev 1010)	ract/Fratern APPLICABLE TO		ICC10IRA1		ENDORSEM
	al TRADITIONAL IRA		Previous Filing #:		ENT with
	Certificate: CONTRACTS		ELAS-126777923		name
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ICC10ROT	Policy/Cont ENDORSEMENT	Revised	Replaced Form #:	0.000	ADV-ROTH
H1(rev	ract/Fratern APPLICABLE TO		ICC10ROTH1		IRA
1010)	al ROTH IRA		Previous Filing #:		ENDORSEM
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2010 App	Application/ Enrollment Form	Revised	Replaced Form #:	0.000	Bracketed
02 ADV	Enrollment		2010 App 02 ADV		Generic App -
(rev 1010)	Form		Previous Filing #:		2010 App 02
			ELAS-126777923		ADV (rev
					1010).pdf

DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]
Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
[“Special Surviving Spouse”]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts/Certificates]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts]
[Endorsement Applicable to Traditional IRA Contracts]
[Endorsement Applicable to Roth IRA Contracts]
[Endorsement Applicable to Custodial [Roth] IRA Contracts]
[Inherited Traditional IRA Beneficiary Continuation Option (“BCO”) Endorsement]
[Inherited Roth IRA Beneficiary Continuation Option (“BCO”) Endorsement]
[Charitable Remainder Trust Endorsement]

[Investment Options Endorsements]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging]
[Endorsement Applicable to Protection with Investment Performance Account Investment Options]

[Optional Riders Attached:

Guaranteed Income Benefit Rider
Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit
Guaranteed Minimum Death Benefit Rider – Highest Anniversary Value
Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2011]
Contract Date: [January 1, 2011]
[Maturity Date : [January 1, 2046]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02 of the Contract) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract/Certificate except as described in Section 7.02. If there is a successor Annuitant named under the Contract/Certificate, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. *[For NQ Contracts with Joint Annuitants]*
[For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GIB is elected the following will appear]

[Initial [Annual] Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.]

Your Initial Deferral Bonus Rollup Rate [7.00%] [This rate is greater than the rate derived from the formula shown below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

PART B -- This part describes certain provisions of your Contract.

[Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]]

Initial Contribution Received: [\$100,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

- [Account for Special Money Market Dollar Cost Averaging*]
*Your Contract Fee for this Account will never exceed the charge for the Investment Performance Account Investment Options shown in Part C.

Investment Performance Account Investment Options

	<u>Amount Allocated</u>
[EQ/AllianceBernstein Small Cap Growth*	
	[\$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	
	[\$0.00]

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[Guaranteed Interest Option (“GIO”)] [\$50,000]

[No more than [25%] of the total Annuity Account Value of the Investment Performance Account Investment Options [and the Protection with Investment Performance Account Investment Options] may be allocated to the GIO]

Total (Amount Allocated to Investment Performance Account Investment Options):
[\$100,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Protection with Investment Performance Account Investment Options: [Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options.]

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[Category 1 AXA Strategic Allocation Investment Options]

	<u>Amount Allocated</u>
[AXA Balanced Strategy***	[\$20,000]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options Investment Options]

	<u>Amount Allocated</u>
[EQ/Core Bond Index*	[\$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	<u>Amount Allocated</u>
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection with Investment Performance Account Investment Options):
[\$100,000.00]

**Total Amount Allocated to Account for Special [Money Market] Dollar Cost
Averaging and Investment Performance Account and Protection with
Investment Performance Account Investment Options :**
[\$200,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [\$10,000] Subsequent Contribution minimum: [\$500] [Subsequent Contributions to the Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GIB or an optional GMDB is elected the following will appear]

[Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

No additional Contributions or transfers may be made to the Protection with Investment Performance Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the Protection with Investment Performance Account Investment Options upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Options that were specified in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

Advanced Notice Period for Discontinuance or Limitation of Contributions is [45] days.

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone"] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the Investment Performance Account Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract/Certificate would then total more than \$500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract/certificate owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the Protection with Investment Performance Account Investment Options may not exceed a total of \$[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the

“initial allocation year”) to [150%] of the total amount of the Contributions and transfers to the Protection with Investment Performance Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Money Market Dollar Cost Averaging scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any GMDB Benefit Base] as of the effective date you contribute to a Special Money Market Dollar Cost Averaging Program.]

Transfers of amounts from the Protection with Investment Performance Account Investment Options to the Investment Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB Rider (Section VI), that you have elected.

We may discontinue accepting transfer requests to the Protection with Investment Performance Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the Protection with Investment Performance Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the Protection with Investment Performance Account Investment Options, any subsequent automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Options in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to Protection with Investment Performance Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to Protection with Investment Performance Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300].

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the Protection with Investment Performance Account Investment Options only,
- b) Withdrawals will be taken on a pro-rata basis from designated Investment Performance Account Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the Protection with Investment Performance Account Investment Options (on a pro-rata basis from such Options) and any designated Investment Performance Account Investment Options, or
- d) Withdrawals will be taken in accordance with the following order i) from the Investment Performance Account Investment Options on a pro-rata basis, then ii) from the Special Money Market Dollar Cost Averaging Account, then iii) from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract/Certificate). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract/Certificate will be terminated.

This Contract/Certificate (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection with Investment Performance Account Value under your GIB Rider.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For annuity commencement date ages 80 and greater the “period certain” is as follows]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.01 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.]

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

Transfer Charges (see Section 8.02 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

PART C – This part describes certain charges in your Contract.

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [0.65%]

The Contract Fee includes the following charges:

Operations Fee: Annual rate of 0.35%

Administration Fee: Annual rate of 0.20%

Distribution Fee: Annual rate of 0.10%

Variable Investment Option Facilitation Charge: Annual rate up to [0.45]%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).
a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).
a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

AXA EQUITABLE LIFE INSURANCE COMPANY

GUARANTEED INCOME BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Income Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Income Benefit (GIB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GIB is derived from a benefit base as described in Section II of this Rider. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GIB Benefit Base and in order to receive benefits under this Rider. **The GIB Benefit Base is used solely to calculate the GIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.** Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GIB Benefit Base as described in Section II. D. of this Rider.*

Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under this Rider begins at the earliest of 1) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of this Rider.

The purpose of the GIB provided under this Rider is to provide security through a stream of periodic payments to you. Your GIB Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section IV).

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Income Benefit

A. Annuity Account Value

“Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your “Protection with Investment Performance Account Value” and (ii) your “Investment Performance Account Value.”

“Protection with Investment Performance Account Value” means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfers to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create or increase your GIB Benefit Base as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. Your Protection with Investment Performance Account Value is subject to Investment Fund performance as described in Sections 1.13 and 2.03 of your Contract.

“Investment Performance Account Value” means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfers to the Investment Performance Account Investment Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to Investment Options apply to the Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GIB Annual Withdrawal Amount

The “GIB Annual Withdrawal Amount” for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the Contract Year that the Protection with Investment Performance Account Value is first created. “GIB Benefit Base” and “Annual Rollup Rate” are defined below.

C. Automatic Payment Plan

“Automatic Payment Plan” means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [first] Contract Date Anniversary.

D. GIB Benefit Base

Your GIB Benefit Base is used to determine your GIB Annual Withdrawal Amount and any GIB Annual Payment Amount that may become payable if your Protection with Investment Performance Account Value falls to zero as described below. Your GIB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GIB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) to a Protection with Investment Performance Account Investment Option or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”), from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Options, they may be transferred only among Protection with Investment Performance Account Investment Options. Additional transfer rules are described in the Data Pages.

Your initial GIB Benefit Base is equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, your GIB Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and your Benefit Base is adjusted for withdrawals as described below. The way we calculate your GIB Benefit Base is more fully described below.

Your Investment Performance Account Value is not used for purposes of determining your GIB Benefit Base, including any Automatic Reset thereof, or your GIB Annual Withdrawal Amount defined below. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GIB Benefit Base.

Annual Rollup Rate

“Annual Rollup Rate” is used to calculate your GIB Annual Withdrawal Amount and means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [95th] birthday. The Annual Rollup Rate is used to calculate (i) your GIB Annual Withdrawal Amount and (ii) unless the Deferral Bonus Rate described below applies, your GIB Annual Rollup Amount.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries FormulaRate specified in the Data Pages is used to calculate amounts credited to your GIB Benefit Base and applies to your GIB Benefit Base until a withdrawal is made from your Protection with Investment Performance Account Value. While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year. Once a withdrawal is made from your Protection with Investment Performance Account Value, the the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount

Your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection with Investment Performance Account Value] during the Contract Year, plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount.

Annual Adjustment of the GIB Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection with Investment Performance Account Value, instead of the adjustment described above, your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made from the Protection with Investment Performance Account Value under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GIB Benefit Base will be done according to the provision above entitled “Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount.”

Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal from the Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal

that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [in the second Contract Year], withdrawals from the Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service (“RMD Withdrawal”) from the Protection with Investment Performance Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in “*Lifetime Required Minimum Distributions*” in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Automatic Reset of the GIB Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase.

You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits. [Any request to opt out or opt in will be applicable to this Rider and your “Greater of” Death Benefit Rider.]

E. Effect of your Protection with Investment Performance Account Value Falling to Zero (Lifetime GIB Payments and the Benefit Transaction Date)

The “Benefit Transaction Date” is the transaction date on which either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the Protection with Investment Performance Account Value, but is not an Excess Withdrawal, or (ii) the Protection with Investment Performance Account Value falls to zero due to a) the deduction of a Contract charge, or b) performance of the underlying Investment Fund(s). Except as provided under the Maximum Payment Plan, below, on the Benefit Transaction Date, we will pay you any remaining GIB Annual Withdrawal Amount for that Contract Year. Payment of the Lifetime GIB Amount will commence in the next Contract Year.

The “Lifetime GIB Payment Amount” is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse’s age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

While you have Investment Performance Account Value remaining, you will receive GIB payments under this Rider.

If on the Benefit Transaction Date or thereafter, you have no Investment Performance Account Value, your Contract will be cancelled and a supplementary life annuity contract providing

annual lifetime payments equal to your GIB Payment Amount will be issued to you. If you have Investment Performance Account Value remaining under your Contract on your Maturity Date, and you have been receiving GIB Payments under this Rider, your Contract will be cancelled and a supplementary contract will be issued to you.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Section III of this Rider.

Beginning in the Contract Year following the Benefit Transaction Date you will begin to receive the Lifetime GIB Payment Amount.

When a supplementary life annuity contract is issued pursuant to this Rider on a Single Life basis you will be the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant.

III. Withdrawals under Automatic Payment Plans

Withdrawals under an Automatic Payment Plan may [not] start [sooner than one year] after your Contract Date.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GIB Annual Withdrawal Amount you receive on each scheduled payment date. Amounts are withdrawn from the Protection with Investment Performance Account Investment Options on a pro-rata basis.

You may elect one of the following Automatic Payment Plans to receive your GIB Annual Withdrawal Amount. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GIB Annual Withdrawal Amount each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to the remaining GIB Annual Withdrawal Amount divided by the number of scheduled payments remaining per Contract Year. Any payments that are to be made in the same Contract Year that the Protection with Investment Performance Account Value falls to zero as described in this Rider, will continue on the same frequency. After the Contract Date Anniversary following the Benefit Transaction Date, the GIB Annual Payment Amount described in Section II will continue in the same frequency.

Customized Payment Plan: The Customized Payment Plan options withdraw from your Protection with Investment Performance Account Value a percentage or a fixed dollar amount of your beginning of Contract Year GIB Benefit Base, not to exceed your Annual Withdrawal Amount. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your Protection with Investment Performance Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GIB Annual Withdrawal Amount for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments

are to be made after your Protection with Investment Performance Account Value falls to zero , while you are taking payments under the Customized Payment Plan, then the remaining balance of the GIB Annual Withdrawal Amount for the Contract Year in which your Protection with Investment Performance Account Value fell to zero will be paid in a lump sum on the Benefit Transaction Date. Payments equal to your GIB Annual Payment Amount will commence in the same frequency as in effect on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

Lifetime Required Minimum Distributions

[When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] When you elect our Automatic RMD Withdrawal Service, amounts from both your Protection with Investment Performance Account Value and Investment Performance Account Value are used to determine your lifetime RMD amount each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, and if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder of the RMD amount from the Investment Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and the Investment Performance Account Value is still insufficient to satisfy the RMD amount, we will make a payment in addition to the GIB Annual Withdrawal Amount from the Account for Special Money Market Dollar Cost Averaging, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the Investment Performance Account Value and the Account for Special Money Market Dollar Cost Averaging is still insufficient to satisfy the RMD amount, we will make an additional payment from the Protection with Investment Performance Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional RMD Withdrawal needed to meet your lifetime RMD payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the Protection with Investment Performance Account Value (other than or in addition to this additional RMD Withdrawal from the Protection with Investment Performance Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GIB Annual Withdrawal Amount in lump sum withdrawals, if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder from the Investment Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and Investment Performance Account Value is insufficient to satisfy the RMD amount, we will make an additional amount from your Account for Special Money Market Dollar Cost Averaging, if applicable, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the Investment Performance Account Value, and the Account for Special Money Market Dollar Cost Averaging, if applicable, is insufficient to satisfy the RMD amount then we will make an additional withdrawal from your Protection with Investment Performance Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. [Any lifetime RMD amount withdrawal you make under our

Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] any lump sum withdrawals from the Protection with Investment Performance Account Value which exceed your Annual Withdrawal Amount (other than in addition to this additional payment from the Protection with Investment Performance Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

[If you do not elect our Automatic RMD Withdrawal Service and] if your GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your Protection with Investment Performance Account Value will be treated as an Excess Withdrawal.

IV. GIB at the Maturity Date

[For NQ Contracts only] [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

At the Maturity Date, for amounts under your Contract allocated to your Investment Performance Account Value you may elect (i) to apply such amounts to an Annuity Benefit in any form we are then offering as described in Part VII of the Contract; or (ii) to receive a lump sum distribution of the Investment Performance Account Value. If you do not make an election for your Investment Performance Account Value at the Maturity Date, we will apply such amounts as described in Part VII of the Contract.

Unless a Benefit Transaction Date has occurred, at the Maturity Date, for amounts under your Contract allocated to your Protection with Investment Performance Account Value, you may elect to receive GIB Payments resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider. If you elect payments on a joint life basis, the joint life must be your spouse and the joint life factor will be based on the age of the younger joint life at the Maturity Date, reduced as shown in the GIB Payment Table. You may instead elect to receive your Protection with Investment Performance Account Value in a lump sum distribution or in the form of an Annuity Benefit under Part VII of the Contract. If you so elect, then your Contract, including this GIB Rider, will terminate.

If you do not make an election for your Protection with Investment Performance Account Value at the Maturity Date, we will apply the Protection with Investment Performance Account Value to either (i) or (ii) described below, whichever provides a greater payment:

- (i) the Normal Form of Annuity Benefit as described in Part VII of the Contract, or
- (ii) a supplementary contract under which we make annual payments in the amount resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider, on a single life basis.

V. The Cost of this Rider

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above

charge for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options on a pro rata basis.

On the Benefit Transaction Date described in Section II. E. the charge for this benefit terminates.

VI. Termination Of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination of an Optional Guaranteed Death Benefit Rider(s).”

Automatic Termination of this Rider:

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and 1) the surviving spouse is age [76] or older as of the date of the Owner’s death and 2) the Protection with Investment Performance Account Investment Options have no value.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the first paragraph of this section, this Rider will not terminate if either of the following occurs:

1. a Contract is owned by a Non-natural Owner, and the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract is owned by an individual, and the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother

and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Effect of Termination of this Rider on your Death Benefit

The effect of termination of this Rider on your Death Benefit is described in the “Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

Upon the termination of this Rider, the charge for the Benefit, as shown in Section VI of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

[For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [95th] birthday will accumulate to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner’s [95th] birthday will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner.]

Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing: the GIB Benefit Base and the related GIB Annual Withdrawal Amount described in Section II. B. of this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]



Christopher M. Condon
Chairman and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn. Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your Protection with Investment Performance Account Value and (ii) your Investment Performance Account Value.

"Protection with Investment Performance Account Value" means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfer to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value

create your GMDB Benefit Base as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Investment Performance Account Value” means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfer to the Investment Performance Account Investment Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection with Investment Performance Account and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) to a Protection with Investment Performance Account Investment Option or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Options, they may be transferred only among Protection with Investment Performance Account Investment Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described below.

Your Investment Performance Account Value is not used for purposes of determining your GMDB Benefit Base, including any Automatic Reset thereof. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

Annual Rollup Rate

“Annual Rollup Rate” means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries Rollup Formula Rate specified in the Data Pages applies to your GMDB Rollup Benefit Base until a withdrawal is made from your Protection with Investment Performance Account Value. While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year. Once a withdrawal is made from your Protection with Investment Performance Account Value, the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount

Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment

- Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the Protection with Investment Performance Account Value] during the Contract Year; plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the Protection with Investment Performance Account Investment Options during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection with Investment Performance Account Value, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the Protection with Investment Performance Account Value on that Contract Date Anniversary, if the Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section IV. of this Rider. We will apply the higher charge only if your Rollup Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section IV. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this Rider will increase to the charge we have in effect at that time. Your request to opt-out or opt-in must be in writing in a form that we accept and received by us within the above time limits. [Any request to opt-out or opt-in will be applicable to this Rider and your GIB Rider.]

C. Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”)

For the Highest Anniversary Value Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

III. Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the Highest Anniversary Value Benefit Base will each be reduced by withdrawals from the Protection with Investment Performance Account Value. The reduction is determined separately for each Benefit Base.

Highest Anniversary Value Benefit Base

[The Highest Anniversary Value Benefit Base will be reduced pro-rata by all withdrawals from your Protection with Investment Performance Account Value.

For the Highest Anniversary Value Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of your withdrawal by your Protection with Investment Performance Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction as of the Transaction Date of each withdrawal.

Rollup Benefit Base

Withdrawals Prior to Age [85]

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [first] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals from your Protection with Investment Performance Account Value.]

[Thereafter,] withdrawal of the amount described below will reduce the Annual Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your Protection with Investment Performance Account Value that total no more than an amount equal to:

- (a) your GIB Benefit Base at the beginning of the Contract Year; [minus
- (b) any Contributions or transfers to the Protection with Investment Performance Account Investment Options during the [four] prior Contract Years;] multiplied by
- (c) the GIB Annual Rollup Rate in effect for the first day of the Contract Year.

Withdrawals on and after Age [85]

During the period beginning with the Contract Date Anniversary following your [85th] birthday through the earlier of (i) the Contract Date Anniversary following the date your Protection with Investment Performance Account Value falls to zero, and (ii) your Contract Maturity Date, and (iii) the Contract Date Anniversary following your [95th] birthday, for each Contract Year, you may take one or more withdrawals from your

Protection with Investment Performance Account Value that total no more than an amount as described in the previous paragraph, however, such a withdrawal will reduce the Rollup Benefit Base on a dollar for dollar basis.

The portion of any withdrawal in excess of the amounts described above will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your Protection with Investment Performance Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GIB Annual Withdrawal Amount for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

IV. The Cost of This Rider

Guaranteed Minimum Death Benefit: The current charge for this benefit is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

V. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) your GIB Rider terminates, or (ix) the Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

VI. Effect of the GIB Rider's Termination on This Rider

If the GIB Rider terminates, this Rider will terminate automatically as described in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or Guaranteed Minimum Death Benefit Rider*.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

A handwritten signature in black ink, appearing to read "C. Condon", written over a light gray rectangular background.

Christopher M. Condon
President and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written over a light gray rectangular background.

Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE]

Age: [55]

Sex: [Female]

[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section VI).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

“Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your Protection with Investment Performance Account Value and (ii) your Investment Performance Account Value.

“Protection with Investment Performance Account Value” means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options, and if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create your GMDB as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Investment Performance Account Value” means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Investment Performance Account Investment Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to the Protection with Investment Performance Account and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the Protection Account Investment Option, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any

subsequent Contribution or transfer from a Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

Your Investment Performance Account Value is not used for purposes of determining your Highest Anniversary Value Benefit Base. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Option, you will not, thereafter, be able to create or add to the Highest Anniversary Value Benefit Base.

III. Highest Anniversary Value Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the Protection with Investment Performance Account Value.

IV. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The Highest Anniversary Value Benefit Base will be reduced pro-rata by withdrawals from the Protection with Investment Performance Account Value.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your Protection with Investment Performance Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Protection with Investment Performance Account Value on a pro-rata basis.

VI. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner’s death, or (viii) the Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. “Family member” means members of the immediate family and other relatives. “Immediate family” means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. “Other relatives” means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination or Change of this Rider on your Death Benefit]

[Your Death Benefit is terminated automatically when this Rider is terminated. If you wish to change your Death Benefit, you may do so as described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”]

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V. of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner’s [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner’s [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any optional reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condrón
President and Chief Executive Officer]

[



Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE] Age: [55] Sex: [Female]

[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. You must allocate amounts to the Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described below.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section III.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the Protection with Investment Performance Account Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, less any deductions that reflect withdrawals. While this Rider is in effect, once amounts are allocated or transferred to the Protection with Investment Performance Account Investment Options, they may be transferred only among these Options.

The initial Protection with Investment Performance Account Investment Options and Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection with Investment Performance Account and Investment Performance Account

Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

Your Death Benefit amount under this Rider is determined by comparing the Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

“Protection with Investment Performance Account Value” means the sum of the amounts held for you in the Protection with Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Protection with Investment Performance Account Investment Options. While Contributions and transfers to your Protection with Investment Performance Account Value create your GMDB as described in this Rider, your Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“Investment Performance Account Value” means the sum of amounts held for you in the Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the Investment Performance Account Investment Options.

Your initial GMDB Benefit Base is equal to your initial Contribution or transfer to the Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the Protection with Investment Performance Account Investment Options and will be reduced by withdrawals from the Protection with Investment Performance Account Investment Options.

Your Investment Performance Account Value is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

The reduction of your GMDB Benefit Base following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your Protection with Investment Performance Account Value in the Protection with Investment Performance Account Investment Options immediately preceding the withdrawal;

- (2) Multiply the fraction calculated in (1) by the amount of your GMD B Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

II. The Cost of This Rider

There is no charge for this benefit.

III. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner’s death, or (viii) the Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire Protection with Investment Performance Account Value, or 2) transfer your entire Protection with Investment Performance Account Value to the Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. “Family member” means members of the immediate family and other relatives. “Immediate family” means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. “Other

relatives” means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination of this Rider on your Death Benefit]

The effect of termination of this Rider on your Death Benefit is described in the “Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).” Your Death Benefit is terminated automatically when this Rider is terminated].

IV. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

A handwritten signature in black ink, appearing to read "Condrón", written over a light blue rectangular background.

Christopher M. Condrón
President and Chief Executive Officer]

[

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written over a light blue rectangular background.

Karen Field Hazin
Senior Vice President, Secretary and
Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

**ENDORSEMENT
APPLICABLE TO THE TERMINATION OF
AN OPTIONAL GUARANTEED INCOME BENEFIT AND/OR
THE TERMINATION OR CHANGE OF
AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)**

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, "we", "our" and "us" mean AXA Equitable Life Insurance Company and "you" and "your" mean the Owner.

As described in your Guaranteed Income Benefit ("GIB") and/or Guaranteed Minimum Death Benefit ("GMDB") Rider(s), you may elect to terminate or change such Rider(s) after issue of this Contract. The following tables illustrate the options available to you upon such termination or change, as applicable. The terms and conditions for termination or change vary based on whether or not you have allocated amounts to the Protection with Investment Performance Account Investment Options prior to terminating your Rider(s). For purposes of this Endorsement we refer to (i) the termination of a Rider before amounts are allocated to the Protection with Investment Performance Account Investment Options as a "Pre-Funding Termination" and (ii) the termination or change of a Rider after amounts are allocated to the Protection with Investment Performance Account Investment Options as a "Post-Funding Termination."

Pre-Funding Termination of the GIB/GMDB

Prior to allocating amounts to the Protection with Investment Performance Account Investment Options, you may terminate your GIB or GMDB, or change your GMDB. Your GMDB cannot be terminated or changed without first terminating your GIB. A pre-funding termination of *all* elected optional riders will default your Contract to the Return of Principal GMDB. The table on page 2 of this Endorsement shows the effect of a pre-funding termination or change on your Contract.

Post-Funding Termination of the GIB/GMDB

If you allocate amounts to the Protection with Investment Performance Account Investment Options at issue and you have completed at least [four Contract Years], you may terminate your GIB and GMDB or terminate your GIB and retain your GMDB. If you allocated amounts to your Protection with Investment Performance Account Investment Options after issue, you may not terminate or change Riders until the later of your Contract Date Anniversary following such allocation or [four years] from your Contract Date. The table on page 3 shows the effect of a post-funding termination or change on your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]

[



Christopher M. Condon
Chairman and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Key: For purposes of the tables below, the following abbreviations apply:

1. “**GIB**” = Guaranteed Income Benefit
2. “**GMDB**” = Guaranteed Minimum Death Benefit
3. “**ROP**” = Return of Principal
4. “**HAV**” = Highest Anniversary Value

Effect of Pre-Funding Termination of the GIB/GMDB

	If your Contract has:	And you terminate on a Pre-Funding Basis	Then	And Subsequently
1.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	GIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract or ▪ ROP GMDB can be changed for the HAV GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If ROP GMDB was changed for the HAV GMDB, the HAV GMDB can be terminated either pre- or post-funding at a later date.
2a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	GIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract or ▪ The HAV GMDB can be changed for the ROP GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB pre or post-funding at a later date. ▪ If the HAV GMDB was changed for the ROP GMDB, the ROP GMDB can only be terminated post-funding.
2b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.
3a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	GIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract unless... ▪ ... You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
3b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract unless ▪ You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	N/A	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding. 	N/A
5.	<ul style="list-style-type: none"> ▪ HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.

A pre-funding termination of the GIB without also terminating the GMDB will provide you with a “standalone” GMDB. If the GMDB is changed after terminating the GIB, a replacement GMDB rider will be mailed to you.

Post-Funding Termination of the GIB/GMDB

	If Contract has	And you terminate on a Post-Funding Basis	Then	And Subsequently
1a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	GIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date by making a withdrawal/one time transfer.
1b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value. 	N/A
2a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	GIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB at a later date by making a withdrawal/one time transfer.
2b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value. 	N/A
3a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	GIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. ▪ The value of the GMDB will be all contributions/transfers to the Protection with Investment Performance Account Value adjusted for withdrawals. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date.
3b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value. 	N/A
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	ROP GMDB	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value. 	N/A
5.	<ul style="list-style-type: none"> ▪ HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection with Investment Performance Account Value to the 	N/A

			Investment Performance Account Value or withdraw the Protection with Investment Performance Account Value.	
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AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT INVESTMENT OPTIONS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs allocations of Contributions and transfers to the Protection with Investment Performance Account Investment Options and transfers among these Investment Options.

I. Allocation Option Choices

Your instructions for allocation of Contributions and for transfers to, and transfers among the Protection with Investment Performance Account Investment Options must comply with the terms and conditions of this Endorsement.

You may allocate your Protection with Investment Performance Account Value among the Protection with Investment Performance Account Investment Options under your Contract, including the applicable Special Dollar Cost Averaging Program, subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below (“Category Allocation Limits”). The Allocation Table also shows the limits on allocations to Protection with Investment Performance Account Investment Options within each Category (“Investment Option Allocation Limits”). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the “Allocation Limits.” The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of Protection with Investment Performance Account Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. You will be notified of any such change to the Allocation Limits. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer or Contribution affecting the Protection with Investment Performance Account Investment Options. Your Contract will be subject to the changed Allocation Limits after such transfer or Contribution. If such a change occurs, we may also require that you revise your allocation instructions to comply with the change before we accept a transfer

request or Contribution. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]

	[Category 1]	Category 2	Category 3]
Name	[AXA Strategic Allocation]	[Fixed Income]	[Equity]
Category Allocation Limits	[None]	[40% Applies only if there is any investment in Category 3]	[None]
Investment Option Allocation Limits	[None <i>If any part of AAV is in Category 3 then the [40%] Category 2 minimum requirement will apply.]</i>	[None]	[60%]
Max % (Investment Option)	[None]	[None]	[None]

Investment Option Max Exceptions		
Category	Investment Option Name	Max Allocation
3	[ATM 500]	[60%]
3	[ATM Growth Strategy]	[60%]
3	[ATM 400] [ATM 2000]	[Allocations to each of these Investment Options may not exceed 10%]

II. Contributions and Allocations

Contributions are allocated to the Protection with Investment Performance Account Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

III. Transfers

You may transfer among Protection with Investment Performance Account Investment Options within an Investment Option Category even though your Protection with Investment Performance Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment

Option to which Protection with Investment Performance Account Value is transferred. You may transfer between Protection with Investment Performance Account Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income] Category is not reduced below the minimum [Fixed Income] Category Allocation Limit as a result of the transfer. A transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

IV. Rebalancing

The allocation of your Annuity Account Value among Protection with Investment Performance Account Investment Options is rebalanced as of the last Business Day of each quarter of your Contract Year. For purposes of Rebalancing, the account for Special Money Market Dollar Cost Averaging is not considered an Investment Option. Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us. Quarterly rebalancing will first occur on the date that is three months from your Contract Date. If your Contract Date occurs on the 29th, 30th, or 31st of a month, rebalancing will be done on the first day of the following month. If your rebalancing date occurs on a day that is not a Business Day, the rebalancing will occur on the next Business Day. The last rebalance in each Contract Year will occur on the Contract Date Anniversary. If the Contract Date Anniversary occurs on a day that is not a Business Day, the rebalance will occur on the Business Day immediately preceding the Contract Date Anniversary.

V. Special Dollar Cost Averaging

The terms and conditions applicable to Special Money Market Dollar Cost Averaging are described in the applicable Special Money Market Dollar Cost Averaging Endorsement.

VI. Termination of this Endorsement

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condrón
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Money Market Dollar Cost Averaging (“DCA”) Program at any time.

Under a Special Money Market DCA Program you allocate all of your Contribution to an account which is part of the EQ Money Market Variable Investment Option for the program. You may designate either or both the Investment Performance Account Investment Option and the Protection with Investment Performance Account Investment Option as the designated Investment Options for the Special Money Market DCA Program.

We transfer a portion of each amount allocated to the account for Special Money Market DCA to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your current allocation instructions on file for your Contract become your allocation instructions for the Special Money Market DCA Program and establish the split of transfers from your Special Money Market DCA Account between the Protection with Investment Performance Account Value and Investment Performance Account Value as well as allocations to particular Investment Options. Subsequent changes to your allocation instructions may not change the allocation split between the Protection with Investment Performance Account Value and Investment Performance Account Value that has been established for your program. However, such changes may change your destination Investment Options within the Protection with Investment Performance Account Value and/or the Investment Performance Account Value. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Money Market DCA program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Money Market DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special Money Market DCA Program will not extend the expiration date of that program.

You may have only one Special Money Market DCA Program in effect at a time. At the expiration of a Special Money Market DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Transfer Rules

You may not transfer Annuity Account Value into a Special Money Market DCA Program. You may not transfer a Special Money Market DCA Program into another Special Money Market DCA Program [or into the Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any

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limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special Money Market DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special Money Market DCA Program, will terminate that Special Money Market DCA Program. Any amount remaining in the account for Special Money Market DCA after such a transfer will be transferred to the destination Investment Options according to your allocation instructions on file.

Effect of Transfers to the Protection Account Variable Investment Options

Contributions to the Account for Special Money Market DCA scheduled to be transferred into the Protection with Investment Performance Account Investment Options over the duration of the program will increase your GMIB and GMDB Benefit Base as of the effective date you contribute to a Special Money Market DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service, any withdrawal from an account for Special Money Market DCA will terminate that Special Money Market DCA Program. Any amounts remaining in the account for Special Money Market DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your allocation instructions on file. Any withdrawal which results in a reduction in the Special Money Market DCA amount previously included in your GMIB and GMDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract.

Effect of Termination of an Optional Guaranteed Income Benefit Rider and/or Guaranteed Death Benefit Rider

If you terminate all optional benefit riders, after you have allocated contributions to the Protection with Investment Performance Account Investment Options, any amount remaining in the account for Special Money Market DCA designated for the Protection with Investment Performance Account Investment Options will be defaulted to corresponding Investment Options under the Performance Account. Alternatively, you may terminate the Special Money Market DCA program and all amounts destined for the Protection with Investment Performance Account Investment Options will be transferred to corresponding Investment Performance Account Investment Options on an accelerated basis.

Effect of Voluntary Termination of the Special Money Market DCA Program

If you terminate the Special Money Market DCA program any amounts in the Account for Special Money Market DCA will be transferred to the destination Investment Options on an accelerated basis as of the Transaction Date that the program is cancelled.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condon
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

The following definition is added: **SECTION 1.15A JOINT ANNUITANT:**

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of **OWNER:**

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the Joint Owner.

2. *The following is added to* **PART VI – PAYMENT UPON DEATH** *before* **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when

describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH:**

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. If the Death Benefit is not paid in the form of an Annuity Benefit and the Beneficiary continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the Beneficiary must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of your death as described in the next paragraph. If the Beneficiary does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed to the Beneficiary no later than the fifth anniversary after your death, subject to our receipt of the Beneficiary Requirements.

If the Beneficiary elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. No additional Contributions may be made to the Contract.

Any optional Guaranteed Minimum Death Benefit is terminated along with any applicable charges.

[The effect of death on any optional rider for a Single Owner Contract with a Non- Spousal Beneficiary is shown in “Effect of Death on any Applicable Optional Rider”, Attachment A, to this Endorsement.]

We will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit would be distributed under the Contract until after your surviving spouse's death. To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply. .

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election shall be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving Owner may elect to become the sole Owner under the Contract and elect either the One or Five Year Rule described in this item 4 of this Endorsement or the NQ Beneficiary Continuation Option described below. Such election shall be made no later than the Payment Transaction Date.

The same rules apply as described above in subsection (1) "Single Owner Contract with a Non-Spousal Beneficiary(ies)."

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a "Continuation Beneficiary", the terms of the "NQ Beneficiary Continuation Option", where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.
- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.
- (iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.

- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

- (ix) Withdrawal Rights.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

- (x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is added to SECTION 6.03 MANNER OF PAYMENT:*

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condron
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract with non-spousal Beneficiary(ies):

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the optional GMDB as of the date of the Owner’s death is frozen and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will reinstate the GMDB elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the older Joint Owner’s age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving Owner is age [75] or younger on the date of death of the original Joint Owner, the surviving Owner may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the older Joint Owner began taking GIB Payment under the Contract, the surviving Owner may continue to receive such payments only if the older Joint Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Non-spousal Joint Owner Contracts:

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, and if the earlier of

- (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday, or
- (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred,

is after the end of the period described in the Five Year Rule, the GIB and any applicable charge end.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract which meets the requirements of Section 408(b) of the Code (“IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored “Simplified Employee Pension” (“SEP”) plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an inherited IRA contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) “Regular” traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a “rollover contribution” or a “direct transfer” contribution described in paragraph (b) below, or except as noted under “Age 50”+ and “Temporary or specially directed rules” below in this paragraph (a), the total of “regular” traditional IRA contributions described in Section 219 of the Code will not exceed \$5,000 for any taxable year. This \$5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by \$1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from a traditional individual retirement account or another traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in “Effect of Death on any Applicable Optional Rider”, See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the “Beneficiary” Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary’s portion of the Death Benefit described in the “Payment Upon Death” Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the “Beneficiary” Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the “Beneficiary” Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a “Continuation Beneficiary”. For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the “Payment Upon Death” Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.
- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the “Beneficiary” Section of this Contract that we not separately account for each Beneficiary’s portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your “entire interest” in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or contracts and distributions from IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section

and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condron
President and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth individual retirement annuity contract which meets the requirements of Sections 408A(b) and 408(b) of the Code (“Roth IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules--Payments After Your Death.”

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under "Temporary or specially directed rules" below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is \$5,000 for any taxable year. If you are age 50 or older, the applicable amount is \$6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(A) of the Code. Such adjustments will be in multiples of \$500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

- (i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

- (ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) “Qualified Rollover” or “Conversion Rollover” Contributions

A “qualified rollover contribution” is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

- (i) All or part of a military death gratuity or servicemembers’ group life insurance (“SGLI”) payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) Direct Transfer Contributions

A “direct transfer” contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a “conversion rollover” (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, “compensation” is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term “compensation” shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income

tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules—Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules—Payments After Your Death".

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your “entire interest” in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining

interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary's portion of the entire interest in this Roth IRA contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA owner or as the beneficiary of

another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or contracts and distributions from Roth IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

A handwritten signature in black ink, appearing to read "Condrón", with a long horizontal flourish extending to the right.

Christopher M. Condrón
President and Chief Executive Officer

A handwritten signature in black ink, appearing to read "Karen Field Hazin", written in a cursive style.

Karen Field Hazin, VicePresident,
Secretary and Associate General Counsel

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

RETIREMENT CORNERSTONESM SERIES ADV

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2010GVAC and
Application for Individual Contract

Please make checks payable to:

AXA Equitable

First-Class Mail:

AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 888-517-9900
www.axa-equitable.com

CONTRACT SPECIFICS

1. Type of Contract

- ☒ **A.** ☐ Non-Qualified
☐ Traditional IRA
☐ Roth IRA
☐ Inherited IRA BCO Direct Transfer of Decedent IRA¹

- ☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA¹
☐ Non Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹

¹ GIB and Special Money Market DCA are not available.

B. Total Initial Contribution(s): \$ _____

Specify Method(s) of Payment:

- ☒ ☐ Check or Wire
☐ 1035 Exchange (from Single Owner Contract, NQ only)
☐ 1035 Exchange (from Joint Owner Contract, NQ only)

- ☐ CD or Mutual Fund Proceeds (NQ only)
☐ Direct Transfer (IRA or Roth)
☐ Rollover (IRA or Roth)
☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)¹

¹ GIB and Special Money Market DCA are not available.

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☒ Individual ☐ Trust ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner
☐ Non-Spousal Beneficiary of Deceased QP Participant
☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____ **Daytime Phone #** _____

Name (First) (Middle Initial) (Last) _____ Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City _____ State _____ ZIP Code _____

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 9.

Email Address _____

PATRIOT Act Information:¹

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.) _____

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number _____ Exp. Date _____

¹ The Annuitant must complete this section if the Owner is not an individual.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104



B. Joint Owner**(Must be legal resident of US.) NQ only**☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

Email Address _____

C. Annuitant**(If other than Owner.)**☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If the Owner is not an individual the Annuitant must complete the Patriot Act Information section on the previous page.

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female **Date of Birth (mm/dd/yyyy)** _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies)**(Please use Special Instructions for Additional Beneficiaries.)**

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

- | | | | |
|--------------------------|---------|-----------------------|--------------------------|
| 1. _____ | _____ % | _____ | _____ |
| Primary Beneficiary Name | | Relationship to Owner | Date of Birth (optional) |
| 2. _____ | _____ % | _____ | _____ |
| Primary Beneficiary Name | | Relationship to Owner | Date of Birth (optional) |
| 3. _____ | _____ % | _____ | _____ |
| Primary Beneficiary Name | | Relationship to Owner | Date of Birth (optional) |

B. Contingent

- | | | | |
|-----------------------------|---------|-----------------------|--------------------------|
| 1. _____ | _____ % | _____ | _____ |
| Contingent Beneficiary Name | | Relationship to Owner | Date of Birth (optional) |
| 2. _____ | _____ % | _____ | _____ |
| Contingent Beneficiary Name | | Relationship to Owner | Date of Birth (optional) |
| 3. _____ | _____ % | _____ | _____ |
| Contingent Beneficiary Name | | Relationship to Owner | Date of Birth (optional) |

OPTIONAL GUARANTEED BENEFIT RIDER ELECTIONS

Benefit Election Eligibility

Owner Issue Ages [20-75]

- The Guaranteed Benefit Riders are only available to owner issue ages [20-75].
- We will automatically issue the contract with the Guaranteed Income Benefit (GIB) combined with the Return of Principal death benefit unless you elect otherwise in Section 4A and or 4B.
- If you accept the default benefit rider, please proceed to Section 5.

Owner Issues Ages [76] and Older

- For Owner issue ages [76] and older, the GIB and Guaranteed Minimum Death Benefit (GMDB) are not available. Please proceed to Section 5.

The Death benefit, if any, in connection with the Investment Performance Account Value is equal to amounts in the Investment Performance Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GIB at issue by declining it below in section 4A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protection with Investment Performance Account Investment Options.
- You may allocate amounts to the Protection with Investment Performance Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protection with Investment Performance Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

4A: Guaranteed Income Benefit (GIB)¹


 **Eligible contracts will automatically issue with the GIB combined with the Return of Principal death benefit².**

To opt out of the GIB, please check the box below.

☐ I decline the GIB

4B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB **other than** the Return of Principal death benefit², please make an election below:

-  ☐ Greater of Annual Roll up to age [85] or Highest Anniversary Value to age [85] death benefit **(Available only if you did not opt out of the GIB in section 4A)**
- ☐ Highest Anniversary Value to age [85] death benefit **(Available as a standalone death benefit for Owner issue ages 0-[75] or in combination with GIB).**

¹ Not Available for Inherited IRA/Inherited Roth IRA.

² There is no charge for the Return of Principal death benefit.

INVESTMENT SELECTION

- You must allocate 100% of your initial contributions to either the Investment Options in Section 5A **OR** any Special Money Market DCA in Section 5B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protection with Investment Performance Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date.

INVESTMENT PERFORMANCE ACCOUNT Investment Options

Enter the total percent you wish to allocate to your Investment Performance Account below. Percentages must be whole numbers.

Total Percent Allocated to Investment Performance Account Investment Options _____%

PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT Investment Options

The Protection with Investment Performance Account Investment Options are only available to owner issue ages 0–75. Enter the total percent you wish to allocate to your Protection with Investment Performance Account Investment Options below. Percentages must be whole numbers.

Total Percent Allocated to Protection with Investment Performance Account Investment Options _____%

Total Investment Performance Account Investment Options percentage plus Protection with Investment Performance Account Investment Options percentage must equal 100%

Choose either A or B below.

5A: ☐ Immediate Allocation

- Allocate immediately to the Investment Performance Account Investment Options and/or the Protection with Investment Performance Account Investment Options.

5B: ☐ Special Money Market Dollar Cost Averaging Program

- **Note:** Special Money Market DCA is not available with Inherited IRA/Inherited Roth IRA

Check box for one time period.

☐ 3 months ☐ 6 months ☒ 12 months

- You may have one DCA program in effect at any given time.
- You may designate either or both the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options as the destination Option for DCA.

INVESTMENT PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %

Asset Allocation

- % All Asset Allocation
- % AllianceBernstein Balanced Wealth Strategy Portfolio
- % AXA Aggressive Allocation
- % AXA Balanced Strategy
- % AXA Conservative Growth Strategy
- % AXA Conservative Strategy
- % AXA Growth Strategy
- % AXA Moderate Allocation
- % AXA Moderate Growth Strategy
- % AXA Moderate-Plus Allocation
- % BlackRock Global Allocation V.I. Fund
- % EQ/Franklin Core Balanced
- % EQ/Franklin Templeton Allocation
- % Fidelity® VIP Asset Manager: Growth® Portfolio
- % Franklin Income Securities Fund
- % Franklin Templeton VIP Founding Funds Allocation Fund
- % Ivy Funds VIP Asset Strategy
- % Fidelity® VIP Freedom 2015 Portfolio
- % Fidelity® VIP Freedom 2020 Portfolio
- % Fidelity® VIP Freedom 2025 Portfolio
- % Fidelity® VIP Freedom 2030 Portfolio

Large Cap

- % American Century VP Large Company Value
- % BlackRock Large Cap Growth V.I. Fund
- % EQ/BlackRock Basic Value Equity
- % EQ/Boston Advisors Equity Income
- % EQ/Capital Guardian Growth
- % EQ/Capital Guardian Research
- % EQ/Davis New York Venture
- % EQ/JPMorgan Value Opportunities
- % EQ/Montag & Caldwell Growth
- % EQ/Mutual Large Cap Equity
- % EQ/T. Rowe Price Growth Stock
- % EQ/Van Kampen Comstock
- % EQ/Wells Fargo Advantage Omega Growth
- % Fidelity® VIP Contrafund® Portfolio
- % Ivy Funds VIP Dividend Opportunities
- % Lord Abnett Classic Stock (VC)
- % MFS® Investors Growth Stock Series
- % MFS® Investors Trust Series
- % Mutual Shares Securities Fund

Mid Cap

- % American Century VP Mid Cap Value
- % EQ/Morgan Stanley Mid Cap Growth
- % Fidelity® VIP Mid Cap Portfolio
- % Goldman Sachs VIT Mid Cap Value Fund
- % Invesco V.I. Mid Cap Core Equity Fund
- % Ivy Funds VIP Mid Cap Growth
- % Lord Abnett Growth Opportunities (VC)

Small Cap

- % EQ/AllianceBernstein Small Cap Growth
- % EQ/AXA Franklin Small Cap Value Core
- % EQ/GAMCO Small Company Value
- % Invesco V.I. Small Cap Equity Fund
- % Ivy Funds VIP Small Cap Growth

Hybrid/PLUS

- % EQ/Global Multi-Sector Equity
- % EQ/International Core PLUS
- % EQ/Large Cap Growth PLUS
- % EQ/Large Cap Value PLUS
- % EQ/Mid Cap Value PLUS

Allocation %

International/Global

- % AllianceBernstein International Growth Portfolio
- % EQ/AllianceBernstein International
- % EQ/BlackRock International Value
- % EQ/International Growth
- % EQ/Oppenheimer Global
- % EQ/Templeton Global Equity
- % Invesco V.I. International Growth Fund
- % Lazard Retirement Emerging Markets Equity Portfolio
- % MFS® International Value Portfolio
- % Templeton Developing Markets Securities Fund
- % Templeton Foreign Securities Fund
- % Templeton Growth Securities Fund

Sector/Specialty

- % EQ/GAMCO Mergers and Acquisitions
- % Invesco V.I. Financial Services Fund
- % Invesco V.I. Global Real Estate Fund
- % Invesco V.I. Leisure Fund
- % Ivy Funds VIP Energy
- % Ivy Funds VIP Global Natural Resources
- % Ivy Funds VIP Science & Technology
- % MFS® Technology Portfolio
- % MFS® Utilities Series
- % PIMCO VIT CommodityRealReturn® Strategy Portfolio
- % ProFund VP Bear
- % ProFund VP Biotechnology
- % RydexISGI VT Managed Futures Strategy Fund
- % RydexISGI VT Alternative Strategies Allocation Fund
- % Rydex VT Inverse S&P 500 Strategy
- % T. Rowe Price Health Sciences Portfolio - II
- % Van Eck VIP Global Hard Assets Fund

Index/ATM

- % AXA Tactical Manager 400
- % AXA Tactical Manager 500
- % AXA Tactical Manager 2000
- % AXA Tactical Manager International
- % EQ/Common Stock Index
- % EQ/Equity 500 Index
- % EQ/International ETF
- % EQ/Large Cap Growth Index
- % EQ/Large Cap Value Index
- % EQ/Mid Cap Index
- % EQ/Small Company Index

Fixed Income

- % EQ/Core Bond Index
- % EQ/Global Bond PLUS
- % EQ/Intermediate Government Bond Index
- % EQ/Money Market
- % EQ/PIMCO Ultra Short Bond
- % Fidelity® VIP Strategic Income Portfolio
- % Franklin Strategic Income Securities Fund
- % Guaranteed Interest Option (GIO) (maximum 25%)
- % Invesco V.I. High Yield Fund
- % Ivy Funds VIP High Income
- % Lord Abnett Bond Debenture (VC)
- % PIMCO VIT Emerging Markets Bond Portfolio
- % PIMCO VIT Real Return Strategy Portfolio
- % PIMCO VIT Total Return Portfolio
- % Templeton Global Bond Securities Fund

100%

TOTAL%

Investment Performance Account Investment Options*

* This amount represents 100% of the percentage is shown above in the Investment Performance Account Investment Option section.

PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Category 1:

AXA Strategic Allocation – There is no minimum or maximum for this Protection with Investment Performance Account Investment Option Category.

Allocation %

_____% GB AXA Balanced Strategy
_____% GB AXA Conservative Growth Strategy
_____% GB AXA Conservative Strategy
_____% GB AXA Moderate Growth Strategy

Category 2:

Fixed Income – You must allocate at least 40% of your Contribution to this Protection with Investment Performance Account Investment Option Category if you allocate any percents to Category 3.

Allocation %

_____% GB EQ/Core Bond Index
_____% GB EQ/Intermediate Government Bond Index

Category 3:

Equity – If you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Protection with Investment Performance Account Investment Option Category.

Allocation %

_____% GB AXA Growth Strategy
_____% GB AXA Tactical Manager 400*
_____% GB AXA Tactical Manager 500
_____% GB AXA Tactical Manager 2000*
_____% GB AXA Tactical Manager International

* Allocations to each of these Protection with Investment Performance Account Investment Options may not exceed 10%.

Protection with Investment Performance Account Investment Options TOTALS – MUST EQUAL 100%

_____% + _____% + _____% = 100%
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in the Protection with Investment Performance Account Investment Options section.

6. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my financial professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professionals ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

8. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

9. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted	City	State	Zip Code

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Protection with Investment Performance Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Protection with Investment Performance Account Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Protection with Investment Performance Account Investment Option will automatically be rebalanced on a quarterly basis.
- The reset feature provided in conjunction with the GIB and GMDB is automatic and may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You will have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

11. Signature and Acknowledgements (Continued)

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771 and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X

Proposed Owner's Signature Signed at: _____ City, State _____ Date _____

X

Proposed Annuitant's Signature (if other than Owner) Signed at: _____ City, State _____ Date _____

X

Proposed Joint Owner's Signature (if other than Annuitant) Signed at: _____ City, State _____ Date _____

X

Proposed Joint Annuitant's Signature (if other than Owner) Signed at: _____ City, State _____ Date _____

12. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X

Primary Registered Representative Signature _____ Social Security Number _____ Rep. Code _____

Print Name _____ % () -
Phone Number

Client Account Number at Broker-Dealer _____ Email Address _____ Broker Dealer Name _____

X

Secondary Registered Representative Signature _____ Social Security Number _____ Rep. Code _____

Print Name _____ % () -
Phone Number

SERFF Tracking Number: ELAS-126911699 State: Arkansas
 Filing Company: AXA Equitable Life Insurance Company State Tracking Number: 47348
 Company Tracking Number: ICC10DPADV(REV 1010)
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Retirement Cornerstone
 Project Name/Number: II ADV Name Change/ICC10DPADV(rev 1010)

Supporting Document Schedules

Item Status: Status
 Date:

Satisfied - Item: Filing Letter

Comments:

Attachment:

AR Ind Retirement Cornerstone II ADV Name Change RWalsh.pdf

Item Status: Status
 Date:

Satisfied - Item: Statements of Variability

Comments:

Attachments:

VTM - Gen - RCII-VTM forIndividual Endorsements.pdf

VTM - Gen - 2011GMDB1-Revised 10-27-10 with name changes-CLEAN.pdf

VTM - Gen - ICC10GIB1-Revised 10-27-10_with name changes-CLEAN.pdf

VTM - Gen - App - For Generic Application - 2010 App 02 ADV (rev 1010).pdf

VTM - Gen - RC II -SOV for Contract -Data Pages (ICC10) with name changes-CLEAN.pdf

VTM - Gen - RCII-VTM for individual Market Endorsements.pdf

Item Status: Status
 Date:

Satisfied - Item: Redlined Forms - Showing
 Changes

Comments:

Attachments:

Redlined_ADV-IRA ENDORSEMENT with name changes.pdf

Redlined_ADV-NQ ENDORSEMENT_with name changes.pdf

Redlined_ADV-ROTH IRA ENDORSEMENT with name changes.pdf

Redlined_Bracketed Generic App - 2010 App 02 ADV (rev 1010).pdf

Redlined_ICC10GBENDO1 with name changes.pdf

Redlined_ICC10GIB1-final with name changes.pdf

Redlined_ICC10GOA1 with name changes.pdf

Redlined_ICC10SMMDCA1 with name changes.pdf

<i>SERFF Tracking Number:</i>	<i>ELAS-126911699</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>AXA Equitable Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47348</i>
<i>Company Tracking Number:</i>	<i>ICC10DPADV(REV 1010)</i>		
<i>TOI:</i>	<i>A02.II Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.II.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>Retirement Cornerstone</i>		
<i>Project Name/Number:</i>	<i>II ADV Name Change/ICC10DPADV(rev 1010)</i>		

Redlined_RC 11 ADV DPs_final with name changes.pdf
 Redlined_RC II 6-10 ICC10GMDBGR1 Rider - final with name changes.pdf
 Redlined_RC II 6-10 ICC10GMDBHAV1 Rider - final with name changes.pdf
 Redlined_RC II 6-10 ICC10GMDBROP1 Rider - final with name change.pdf
 Redlined_VTM 2011GMDB-Revised 10-27-10 with name changes.pdf
 Redlined_VTM ICC10GIB1-Revised 10-27-10_with name changes.pdf
 Redlined_VTM -RC II -SOV for Contract -Data Pages (ICC10) with name changes.pdf

	Item Status:	Status
		Date:
Satisfied - Item:	Policy Form Certification	
Comments:		
Attachment:		
Certification for Name Change - Non-Compact Individual.pdf		



Lisa Comick
Policy Drafting Manager
Annuity Product Management & Filing

November 18, 2010

The Honorable Julie Benafield Bowman
Commissioner
Arkansas Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904
Attn.: Policy & Other Form Filings

RE: AXA Equitable Life Insurance Company
NAIC 968-62944
No.:
FEIN 13-5570651
See Attached Exhibit I, which lists the forms being filed for approval.

Dear Commissioner :

We are filing for your approval the enclosed flexible premium combination fixed and variable deferred annuity forms. This filing consists of a set of Data Pages, four Riders, [and] six Endorsements and an Application.

The forms filed herein are new. They are identical to the forms previously submitted to the Department as AXA Equitable's "Retirement Cornerstone 11 - ADV Series" and approved on 08/23/2010 under ELAS-126777923, except the forms filed herein have been changed to reflect revised term names as shown in the table below. The revised term names were changed based on comments that surfaced with the SEC filing of the product prospectus associated with the previously approved AXA Equitable "Retirement Cornerstone 11 - ADV Series Contract, ICC10BASE1-A. AXA Equitable represented, in discussions with the SEC that the impacted policy forms for this product would be revised to be in agreement with the product prospectus.

Please note, no changes other than the term names noted below were made to the referenced forms. A certification to that effect is enclosed and is signed by Richard Walsh, an officer of the Company.

<u>Prior Term Name</u>	<u>New Term Name</u>
Performance Account & Performance Account Value	Investment Performance Account Value
Performance Account Investment Options	Investment Performance Account Investment Options
Protection Account & Protection Account Value	Protection with Investment Performance Account Value
Protection Account Investment Options	Protection with Investment Performance Account Investment Options

The following table shows the forms that were changed as a result of the term name change. We are including both red-lined term and clean copies of the name change forms for your convenience. The red-lined copies will be under the supporting document tab (clean copies filed for approval).

<u>Form</u>	<u>Originally Approved Form No.</u>	<u>Revised Form No.</u>
Data Pages	ICC10DPADV	ICC10DPADV(rev 1010)*
GMIB Rider	ICC10GIB1	ICC10GIB1(rev 1010)*
GMDB Rider - Greater of	ICC10GMDBGR1	ICC10GMDBGR1(rev 1010)
GMDB Rider - Highest Anniversary Value (formerly Annual Ratchet)	ICC10GMDBHAV1	ICC10GMDBHAV1(rev 1010)*
GMDB Rider - Return of Premium	ICC10GMDBROP1	ICC10GMDBROP1(rev 1010)*
Opt In/Out Endorsement	ICC10GBENDO1	ICC10GBENDO1(rev 1010)
GOA Endorsement	ICC10GOA1	ICC10GOA1(rev 1010)
Special DCA Endorsement	ICC10SMMDCA1	ICC10SMMDCA1(rev 1010)
NQ Endorsement	ICC10NQ1	ICC10NQ1(rev 1010)
Traditional IRA Endorsement	ICC10IRA1	ICC10IRA1(rev 1010)
Roth IRA Endorsement	ICC10ROTH1	ICC10ROTH1(rev 1010)
Application	2010 App 02 ADV	2010 App 02 ADV (rev 1010)

*The Statements of Variability for these forms contained the impacted term names. We are also submitting the revised Statements of Variability herein reflecting the new term names for the noted forms.

Upon approval of the forms filed herein, they will be used with the following previously approved. Due to a recent change in law, the state of New York no longer requires filing of this type of form for use outside of New York. Instead, New York now requires that we file annually, a list identifying and describing the policy forms issued by us for delivery outside New York. The required filing fee will be sent by express mail or EFT. We request that information contained in this letter and any attachments hereto be treated as confidential and be exempted from disclosure in accordance with the state's Freedom of Information law or other similar laws, and we be notified prior to any proposed release of this information.

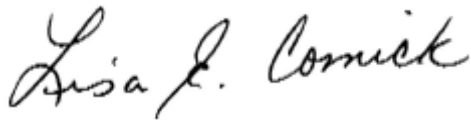
<u>Policy Form</u>	<u>Form No.</u>	<u>Approval Date and State Tracking No.</u>
Contract	ICC10BASE1-A	ELAS-126777923 08/23/2010
INH IRA Endorsement	ICC10INHIRA1	
INH ROTH Endorsement	ICC10INHROTH1	
Custodial Endorsement	ICC10CSTD1	

If you have any questions or require additional information, please do not hesitate to contact us.

Any questions pertaining to the actuarial information in this filing should be referred to Jeffrey Rait at (212) 314-2944. For any other questions or if you need additional information, you may contact me at (212) 314-3562, Richard Walsh at (212) 314-3408 or Greg Prato at (212) 314-5710.

Thank you for your time and consideration.

Sincerely,



Lisa Comick
Policy Drafting Manager

Exhibit 1
New Forms Filed For Approval

ICC10DPADV(rev 1010)	Individual Fixed and Variable Annuity – Data Pages
ICC10GIB1(rev 1010)	Individual Fixed and Variable Annuity – Rider
ICC10GMDBGR1(rev 1010)	Individual Fixed and Variable Annuity – Rider
ICC10GMDBHAV1(rev 1010)	Individual Fixed and Variable Annuity – Rider
ICC10GMDBROP1(rev 1010)	Individual Fixed and Variable Annuity – Rider
ICC10GBENDO1(rev 1010)	Individual Fixed and Variable Annuity – Endorsement
ICC10GOA1(rev 1010)	Individual Fixed and Variable Annuity – Endorsement
ICC10SMMDCA1(rev 1010)	Individual Fixed and Variable Annuity – Endorsement
ICC10NQ1(rev 1010)	Individual Fixed and Variable Annuity – Endorsement
ICC10IRA1(rev 1010)	Individual Fixed and Variable Annuity – Endorsement
ICC10ROTH1(rev 1010)	Individual Fixed and Variable Annuity – Endorsement
2010 App 02 ADV (rev 1010)	Individual Fixed and Variable Annuity – Application

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Form ICC10BASE1 marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV")

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**), Defined Contribution Qualified Plan (**QP-DC**), Defined Benefit Qualified Plan (**QP-DB**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC10GOA1(rev 1010)

1. **Page 1:** The following text will appear in the endorsement when the Guaranteed Interest Option is available and has restrictions on it: [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]
2. **Page 2, "Investment Option Allocation Table":**
 - Reference to "Category 1", "Category 2" and "Category 3" are placeholders for marketing names which may change in the future.
 - The category names "AXA Strategic Allocation, Fixed Income and Equity" for the Investment Options may change based on the Company's asset classification.
 - The allocation percentage limit for the various Investment Options and Categories minimums and maximums may range from 0 to 100%. If zero, then "None" will appear.
 - The Investment Options listed under "Investment Option Maximum Exceptions" are limited to the maximum allocation percentage shown in the table. The maximum allocation percentage may change in the future and may range from 0% - 100%. Investment Options may be added, removed or the name may change.
3. **Page 3, Part III, "Transfers":** "Fixed Income" is bracketed in the endorsement. If another asset class becomes subject to the same allocation limitation it will be referenced in this section of the endorsement.
4. **Page 3:** The Company Officer's signatures are bracketed and may change in the future.

Endorsement ICC10SMMDCA1(rev 1010)

1. **Page 1:** We transfer amounts allocated to the Money Market DCA program on a monthly basis. We may allow transfer on a monthly, quarterly, semi-annual or annual basis.
2. **Page 1:** The programs may vary in duration. Currently we offer 3, 6 or 12 month Special Money Market DCA periods. We may offer program durations up to 24 months in the future.
3. **Page 1:** Minimum initial amount “\$2,000” may range from \$500 to \$25,000.
4. **Pages 1 and 2:** With respect to the bracketed text “in the first Contract Year”, such text will appear in endorsements issued under contracts where the subsequent contributions under the Special Money Market Dollar Cost Averaging Program are limited to the first Contract Year.
5. **Page 1:** Minimum subsequent contribution is “\$250” may range from \$50 to \$2500.
6. **Page 2:** Transfer Rules: The text “or into the Guaranteed Interest Option” will appear in the endorsements when amounts may not be transferred into the Guaranteed Interest Option under the program. When transfers are allowed into the Guaranteed Interest Option, the following text will appear “Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.”
7. **Page 2:** The Company Officer’s signatures are bracketed and may change in the future.

Endorsement ICC10GBENDO1(rev 1010)

1. Page 1: “The text “four Contract Years” may range from “one Contract Year” to “Fifteen Contract Years.”

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Form ICC10BASE1

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

"Greater of" GMDB Rider
"Highest Anniversary Value" GMDB Rider
"Return of Principal" GMDB Rider

Rider Form Numbers:

ICC10GMDBGR1(rev 1010)
ICC10GMDBHAV1(rev 1010)
ICC10GMDBROP1(rev 1010)

Rider ICC10GMDBGR1(rev 1010)

1. Pages 1, 2, 4, 5 and 7: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The market segment endorsement, applicable to the Owner will appear here.
3. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
4. Page 2: The term [annual] may range from [monthly] to [five year]. The term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].
5. Page 3: The bracketed text beginning with [including for any required minimum distribution withdrawal...] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item "(v)" will be changed to "(iv)".

6. Page 4:
 - i. [30 days] may range from 15 to 120 days
 - ii. [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary
 - iii. [45 days] may range from 15 to 120 days
7. Page 4: The bracketed text beginning with [Any request to opt-out or opt-in...] applies under this product. If we do not require mutual termination of the GIB and the “Greater of” GMDB Riders in the future, this text will not appear.
8. Page 5: The bracketed text explains how the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. Alternatively, it may be adjusted on a dollar for dollar basis and the following alternate text will appear: [The Highest Anniversary Value Benefit Base will be reduced on a dollar for dollar basis by all withdrawals from your Protection with Investment Performance Account Value.]
9. Page 5: The bracketed text beginning with: [Prior to completion of your [first] Contract Year...] explains that the Rollup to Age 85 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to “first” can range from [first] to [fifteenth]. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis and the following text will appear: [your Rollup Benefit Base will be reduced dollar for dollar by all withdrawals from your Protection with Investment Performance Account Value.] The reference to “Thereafter” may be deleted.
10. Page 5: The bracketed text beginning with [minus any Contributions or transfers...] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion period becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].
11. The reference to [95th] birthday may range from 80th to 105th.
12. Page 6: The bracketed text beginning with [Withdrawals made under any automatic withdrawal service we offer...] will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis. The reference to [immediately] could range from [one month after the Contract Date] to [after the first to fifteenth Contract Anniversary Date].
13. Page 6: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.
14. Page 7: The reference to age [76] may range from 70 to 95.
15. Page 8: The names of the Company’s officers are bracketed and may change in the future.

Rider ICC10GMDBHAV1(rev 1010)

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
1. Pages 1, 2, 3, 4 and 5: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The market segment endorsement, applicable to the Owner will appear here.
3. Page 2: The bracketed text beginning [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
4. Page 3: The charge of [0.25%] for the Rider will range from 0.15% to 1.10%.
5. Page 4: The reference to age [76] may range from 70 to 95.
6. Page 4: The bracketed text beginning with: [*Effect of Termination or Change...*] and [Your Death Benefit is terminated automatically...] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
7. Page 5: The names of the Company's officers are bracketed and may change in the future.

Rider ICC10GMDROP1(rev 1010)

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
 1. Page 1: The bracketed text beginning with [*The terms and conditions of a spouses's right...*] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The market segment endorsement, applicable to the Owner will appear here.
 2. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
 3. Page 3: The reference to age [76] may range from 70 to 95.
 4. Page 4: The bracketed text beginning with: [*Effect of Termination of this Rider on your Death Benefit...*] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
 5. Page 4: The names of the Company's officers are bracketed and may change in the future.

**Statement of Variability
For Rider Form ICC10GIB1(rev 1010)**

AXA EQUITABLE LIFE INSURANCE COMPANY

For use with Contract Form ICC10BASE1

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC10GIB1(rev 1010)

1. Pages 1,3, 6, 10 and 12: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.
2. Pages 1, 2 and 3: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth.
3. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and the IRA markets; however, additional markets may be added in the future.
4. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
5. Page 2: The bracketed text beginning with [minus any Contributions or transfers...] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].
6. Page 3: The term [annual] may range from [monthly] to [five year]. The term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].
7. Pages 5, 6 and 9: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

Page 5: [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus (iv) any required minimum distribution withdrawals taken through our Automatic RMD

Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection with Investment Performance Account Value]

Note: If the above is not included, item “(v)” will be changed to “(iv)”.

Page 6: “An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Part III.”

Page 9: [When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] and [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] and [If you do not elect our Automatic RMD Withdrawal Service and].

Note that if the above bracketed text is removed as not applicable, the next word (if beginning a new sentence) will be capitalized.

8. Page 6: The phrase [in the second Contract Year] may vary from [immediately] to [in the sixteenth Contract Year]. The phrase [made prior to the second Contract year] may vary from “second Contract Year” to “sixteenth Contract Year.”
9. Page 6: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary
10. Pages 6 and 7: In the Automatic Reset of the GIB Rollup Benefit Base provision:
 - i. [45 days] may range from 15 to 120 days
 - ii. “30 days” may range from 15 to 120 days

Page 7: The text beginning with [Any request to opt out...] currently applies under this product. If we do not require mutual termination of the GIB and the “Greater of” GMDB Riders in the future, this text will not appear.

11. Page 7: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.
12. Page 8: In the Withdrawals under Automatic Payment Plans provision, the phrase [not start sooner than five years] after your Contract Date may range from the phrase [start immediately] to [not start sooner than fifteen years].
13. Page 8: We may add or delete frequencies to the currently available payment frequencies [monthly, quarterly, annually].
14. Page 10: The following sentence will appear in NQ Contracts only: [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

15. Page 10: 6% may range from 4% to 8%.
16. Page 10: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.
17. Page 11: Age 76 will range from 70 to 95.
18. Page 12: In Part VII, the bracketed paragraph shown in the Rider will appear if the Contract ownership structure is Joint Owner. If the ownership structure is Non-Natural, the text is below will appear:

[For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [95th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [95th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Annuitant.]

19. Page 12: The Home Office address and the officer's signatures will be revised upon any change thereto.

AXA EQUITABLE LIFE INSURANCE COMPANY
Statement of Variability
For Enrollment Forms and Applications **2010 App 02 ADV (rev 1010)**

The following comments describe the nature and scope of the variable material in the forms. In addition, we may include in each section statements that provide instructions on how to complete the enrollment forms and applications to simplify administration and systems processing.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

1. The address, web address and telephone number for our processing office, the catalog number, the barcode (which is reflective of the catalog number), and page footers of the form should be considered administrative in nature and are subject to change.
2. In Section 1 the Type of Contract references the markets (e.g., "NQ", "QP", "IRA", etc) that may be added or removed to reflect markets offered. Accordingly any footnote made to this section may be modified.
3. In Section 1 the available methods of payment may vary by the type of markets offered.
4. In Section 2 the available types of ownership may vary by the type of markets offered.
5. In Section 2 the information requested may be changed or added as a result of requirements of the U.S. Patriot Act.
6. In Section 4 the optional riders available under the contract will be shown here. As riders are added to the contract through the state approval process and/or product introduction of previously approved riders, this section may be modified. If the Company discontinues the offering of an optional benefit rider, it will not be shown in Section 4.
 - Owner issue ages may range from 20 – 75
 - Age 85 referenced in the GMDB Riders may vary from 70 to 95
7. In Section 5, Special Money Market DCA durations may change or additional periods may be added, such as 18 or 24 months.
8. In Section 5 we reserve the right to change the minimum contribution amounts, which may change due to market conditions.
 - The Guaranteed Interest Option allocation restriction amount may vary from 0 – 100%
9. In Section 5 the Separate Account Variable Investment Options available from AXA Equitable will be listed here and have been approved by the New York State Insurance Department. If AXA Equitable at any time, adds, removes, or limits Variable Investment Options or changes the Separate Account pursuant to the terms of the Contract, the list of Variable Investment Options will be changed accordingly. The Categories shown under Protection with Investment Performance Account Investment Options may be revised in the future and accordingly the allocation rules there under may also change. Such changes will be done for purposes of risk mitigation to the Company in connection with the guaranteed benefits we offer. The percentages shown may range from 0 to 100.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC10BASE1 marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC10BASE1:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address may change in the future.
3. **Cover Page:** Officer's signatures are bracketed and may change in the future.

Data Pages ICC10DPADV(rev 1010):

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
- 1a. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
- 1b. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.
2. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
3. **Data Pages 1 and 2, "Investment Option Endorsement" and Optional Riders":** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.
4. **Data Page 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105.
5. **Data Page 2, "Maturity Date":** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. *This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.*
6. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").
7. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is elected, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

8. **Data Page 3, “Initial [Annual] Rollup Rate”, “Initial Deferral Bonus Rollup Rate”, “Ten Year Treasuries Formula Rate” and Deferral Bonus Ten Year Treasuries Formula Rate” :**
 If GIB or the “Greater of Death Benefit” is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial “Annual” applicability may change to a period from 2 months to 2 years. The 4.00% rate will have a range of 0.50% to 5.00% and the 7.00% rate will have a range of 5.00% to 10.00%. The Deferral Bonus rate of 9.00% will have a range of 5.00% to 15.00%. We may set an annual Rollup Rate greater than the rate derived from the Indexed Rollup Rate formula.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: “This rate is greater than the rate derived from the formula shown below”.

The paragraph below the Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various duration of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
9.00%	5.00% to 15.00%
Duration/Period Shown	Range/[Alternate Text]
Annual, One year, Contract Year or First Contract Year	2 Months to 2 years
First Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to 10 Contract Years
5 Contract Years	One Month to 10 Contract Years
6 th Contract Year	

Each	[The], one to five years; each Contract Date Anniversary to the fifth Contract Anniversary
20 days	5 – 30 days
15 th day	1 st – 31 st day
Quarter	Month-annual
Text Shown	Range/[Alternate Text]
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:

Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.]

Your Initial Deferral Bonus Rollup Rate [7.00%] [This rate is greater than the rate derived from the formula shown below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

9. **Data Page 4 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

10. **Data Pages 4-5, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. “90” may vary from 50 to 150.

• Investment Performance Account Investment Options

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the Investment Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

<u>Asset Allocation</u>	<u>International/Global</u>
All Asset Allocation	AllianceBernstein International Growth Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International

AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	<u>Sector/Specialty</u>
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds Allocation Fund	Invesco V.I. Financial Services Fund
Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy
Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
<u>Large Cap</u>	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology
EQ/Boston Advisors Equity Income	Rydex SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P 500 Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	<u>Index/ATM</u>
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International
Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index
Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
<u>Mid Cap</u>	EQ/Small Company Index

American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	<u>Fixed Income</u>
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio
	PIMCO VIT Real Return Strategy Portfolio
	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund
<u>Hybrid/PLUS</u>	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5% to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the Investment Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the Investment Performance Account Investment Options.

- **Protection with Investment Performance Account Investment Options**

If the GIB or an optional GMDB Rider has been elected, then the Protection with Investment Performance Account Investment Options are available in addition to the Investment Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]

Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Value.

Transfers and Contributions to Protection with Investment Performance Account Investment Options may not exceed a total of [\$1,500,000]. The transfer amount may change within a range of \$500,000 to \$2,500,000.

11. Data Pages 4-6 “Contribution and Allocations”:

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

Data Page 4: “Initial Contribution Received” The Owner’s initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

Table A: The Contribution limits will be shown in the Contract Owner’s Data Pages based on the Owner’s market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-Spousal Beneficiary Continuation

Table B: The following language (based on the Contract Owner’s market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be “regular” IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.</p>
Non-Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant’s Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion Contracts	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner’s Annuity Account Value. This percentage may range form 0 to 100%.

Data Page 6, “Subsequent Contributions”: *[The following text will appear for subsequent contributions made to the Investment Performance Account Investment Options.]* Subsequent

Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GIB or an optional GDIB is elected the following will appear in lieu of the above.]

Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

12. **Data Page 6, “Discontinuance of Contributions and/or Transfers”:** If we discontinue Contributions and transfers into all of the Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection with Investment Performance Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of “45 days” may range from 30 to 90 days.
13. **Data Page 6, “Contributions and Allocations”:** The limit on aggregate Contributions and transfers to the Protection with Investment Performance Account Investment Options, of “150%” will range from 100% to 200%. Any Contribution restrictions set forth in an Employer’s Plan will appear here.
14. **Data Page 6-7, “Transfer Rules”:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity.
15. **Data Pages 7, “Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
16. **Data Page 7, Transfers rules among the Investment Performance Account Investment Options and the Protection with Investment Performance Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDB has been elected. Transfers from the Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your Investment Performance Account Investment Options to the Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90

days after the Contract Date. Age 75, may range from 70-95. Transfers to the Protection with Investment Performance Account Investment Options may not exceed \$1,500,000. The transfer amount may change within a range of \$500,000 to \$2,500,000.

17. **Data Page 8, “Withdrawals”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.
18. **Data Page 9, “Contract Termination”:** **The minimum Cash Value amount is shown in the Data Pages.** We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
19. **Data Page 9, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***
20. **Data Page 9, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.
21. **Data Page 10, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future.
22. **Data Page 10, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value of \$50,000 may range from \$25,000 to \$100,000. Once a Contract is issued these amounts will not change.

The following text will appear if the Investment Performance Account Investment Options are elected:

The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis.

[If Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the Annuity Account Value in the Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no

value in the Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the Protection with Investment Performance Account Investment Options.]

23. **Data Page 10, “Transfer Charges and the Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.
24. **Data Page 10, “Contract Fee”:** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to change the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Contract Fee will range from 0.50% to 1.20%.

The Contract Fee is determined by the Owner’s election of Investment Performance Account Investment Options and Protection with Investment Performance Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Form ICC10BASE1 marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV")

The following comments describe the nature and scope of the illustrative and variable material contained in the endorsement form. They are numbered in order as to where they appear in the form and as indicated with respect to the bracketed areas that may change. When applicable, alternate text is provided. The actual endorsement form a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**IRAs**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Endorsement ICC10IRA1(rev 1010)

1. **Pages 1, 2, 4 and 10:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 5:** The sentence "The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under "Effect of Death on any Applicable Optional Rider" will appear when an Optional Rider has been elected.
3. **Page 4 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.
4. **Page 11:** The Company Officer's signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10ROTH1(rev 1010)

1. **Pages 1, 2, 6 and 11:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” will appear when an Optional Rider has been elected.
3. **Page 6 and Attachment A:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 95.
4. **Page 12:** The Company Officer’s signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10NQ1(rev 1010)

1. **Page 4, 5 and 7:** The sentence “The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider, Attachment A, to this Endorsement” will appear when an Optional Rider has been elected.
2. **Page 4:** The age limitation for this feature is shown. We may change it based on product design. Any such change will be done in the future on a new business basis only. The ages are bracketed and may range from 70 to 90.
3. **Page 7:** The period during which an eligible individual may elect to continue coverage under the Beneficiary Continuation Option is nine months. This period may vary in the future on a new business basis, and may range from six to eighteen months.
4. **Page 10:** The Company Officer’s signatures are bracketed and may change in the future.
5. **Attachment A:** The applicable language will appear when an Optional Rider has been elected.
6. **Attachment A:** Currently age 95 is the maximum maturity age, however, it may change based on regulatory guidelines. It may range from age 80 to age 120.

Endorsement ICC10INHIRA1 and ICC10INHROTH1

1. **Page 1:** This language will appear if the Contract is trustee or custodial owned.
2. **Page 12:** The Company Officer’s signatures are bracketed and may change in the future.

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO TRADITIONAL IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as an individual retirement annuity contract which meets the requirements of Section 408(b) of the Code (“IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited traditional IRA.

This IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, this IRA Contract is an annuity contract that may be used to fund an individual retirement account that meets the requirements of Section 408(a) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of an individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Annuitant must be the individual for whose benefit the individual retirement account is maintained. Benefits under this IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a individual retirement account under Section 408(a) of the Code].

[Applicable to a trustee or custodial IRA Owner]

[Where the contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner must be a trustee or custodian meeting the requirements of that Section and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules.”

PART III – CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

The initial Contribution to this IRA Contract must be a rollover contribution or a direct transfer contribution described in paragraph (b) below. We do not offer this IRA Contract to fund employer-sponsored “Simplified Employee Pension” (“SEP”) plans described in Section 408(k) of the Code or SIMPLE IRA plans described in Section 408(p) of the Code, so we do not accept contributions under those plans. We do not offer this IRA Contract as an inherited IRA contract so we do not accept direct transfer contributions from the traditional IRA of a deceased IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) “Regular” traditional IRA Contributions; Maximum Permissible Amount

General. Except in the case of a “rollover contribution” or a “direct transfer” contribution described in paragraph (b) below, or except as noted under “Age 50”+ and “Temporary or specially directed rules” below in this paragraph (a), the total of “regular” traditional IRA contributions described in Section 219 of the Code will not exceed \$5,000 for any taxable year. This \$5,000 annual dollar limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments will be in multiples of \$500.

Age 50+. If you are age 50 or older, the annual dollar limit on regular contributions is increased by \$1,000 for any taxable year.

Temporary or specially directed rules. You may make additional contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional contributions.

(b) Rollover and Direct Transfer Contributions

A “rollover contribution” is one permitted by any of the following Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A “direct transfer” contribution is the transfer of amounts to this Contract directly from a traditional individual retirement account or another traditional individual retirement annuity contract which meets the requirements of Section 408 of the Code.

(c) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules".

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Section 408(a) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in “Effect of Death on any Applicable Optional Rider”, See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the “Beneficiary” Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary’s portion of the Death Benefit described in the “Payment Upon Death” Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a “see-through trust”. A “see-through trust” is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a “see-through trust” described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the “Beneficiary” Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the “Beneficiary” Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary’s completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a “Continuation Beneficiary”. For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary’s share of the Death Benefit pursuant to the “Payment Upon Death” Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.
- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary’s portion of the entire interest in this Contract. If you have specifically elected under the “Beneficiary” Section of this Contract that we not separately account for each Beneficiary’s portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in

Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your traditional individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death) in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (b)(1) or (b)(2) of Section 7.08, Part B (Required Minimum Distribution Rules–Payments After Your Death).

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

Subsection A below describes the Required Minimum Distributions to be made during your lifetime. Subsection B below describes the Required Minimum Distributions to be made after your death, if you die before your entire interest in this Contract is distributed to you. The Required Minimum Distribution rules may be satisfied by either electing an Annuity Benefit or by taking withdrawals at least annually from or with respect to your entire interest in this Contract, all as subject to these rules.

If you choose annual withdrawals, your annual Required Minimum Distribution payments calculated for this Contract may be made from this Contract or from another individual retirement arrangement that you maintain, pursuant to Treasury Regulation Section 1.408-8. If you do not take lifetime Required Minimum Distribution payments from this Contract, we will assume that you are taking them from another individual retirement arrangement that you maintain.

For purposes of both the “lifetime” Required Minimum Distribution rules and the Required Minimum Distribution rules after death, the following definitions and conditions apply:

Your “entire interest” in this Contract for purposes of the Required Minimum Distribution Rules. Your “entire interest” in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this IRA contract, such as guaranteed death benefits.

Required Beginning Date. Your “Required Beginning Date” is the first day of April following the calendar year in which you attain age 70 1/2. This is the latest date when your lifetime Required Minimum Distribution payments with respect to this Contract can start.

A. Required Minimum Distribution Rules -Payments During Your Life

Notwithstanding any provision of this Contract to the contrary, the distribution of your entire interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized the distribution of your interest in this Contract must satisfy the requirements of Section 408(a)(6) of the Code and the Regulations thereunder.

Your entire interest in this Contract will be distributed or begin to be distributed no later than your Required Beginning Date defined above. Your entire interest may be distributed, as you elect, over (a) your life, or the lives of you and your designated Beneficiary, or (b) a period certain not extending beyond your life expectancy, or the joint and last survivor expectancy of you and your designated Beneficiary.

These “lifetime” Required Minimum Distribution payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As A-1, A-4 and A-14 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A A-2 of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation.

The distribution periods described in the second preceding paragraph cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Treasury Regulations or any successor Regulation.

The first lifetime Required Minimum Distribution payment can be made as late as April 1 of the year following the year you attain age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

B. Required Minimum Distribution Rules – Payments After Your Death

(a) Death On or After Lifetime Required Minimum Distribution Payments Begin. If you die on or after lifetime Required Minimum Distribution payments begin, any remaining portion of your interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

(b) Death Before Lifetime Required Minimum Distribution Payments Begin. If you die before lifetime Required Minimum Distribution payments begin, your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with this Subsection B, paragraph (b)(3) below. If your surviving spouse dies after these required distributions commence to him or her, any remaining interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under this Subsection B, paragraph (b)(2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (b)(1) or (b)(2) of this Subsection B and reduced by 1 for each subsequent year.

(c) If the sole designated Beneficiary is your surviving spouse, and the Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until your surviving spouse's Required Beginning Date for lifetime Required Minimum Distributions described above in Subsection A of this Section, or your surviving spouse's death if earlier.

(d) For purposes of paragraphs (a) and (b) of this Subsection B above, Required Minimum Distributions are considered to commence on your Required Beginning Date defined above in Subsection A of this Section or, if applicable, on the date distributions are required to begin to the surviving spouse under this Subsection B, paragraph (b)(2) above. However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

(e) Potential aggregation with your other traditional individual retirement arrangements. In the circumstances described in this paragraph (e), a Beneficiary who is also your designated beneficiary under at least one other of your traditional individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (b)(1) or (b)(2) of this Subsection B above for the Beneficiary's portion of the entire interest in this IRA contract from another of your traditional individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other traditional individual retirement arrangements.

This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of your entire interest in this Contract under this Subsection B, paragraph (b)(3) above.

The post-death Required Minimum Distribution must be calculated separately for each traditional IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's traditional IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in IRAs that the Beneficiary holds as the IRA owner or as the beneficiary of another decedent. Distributions from Section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs. Distributions from Roth IRAs will not satisfy the distribution requirements applicable to traditional IRAs or section 403(b) accounts or contracts and distributions from IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from Roth IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as an individual retirement annuity under Section 408(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund an individual retirement account under Section 408(a) of the Code, the Owner may be a trustee or custodian meeting the requirements of that Section

and pertinent Regulations. The Annuitant must be the individual for whose benefit the individual retirement account is maintained. If the Owner of this IRA Contract is a trustee or custodian of an individual retirement account under Section 408(a) of the Code, the Owner may be changed to a different trustee or custodian of an individual retirement account under Section 408(a) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condron
President and Chief Executive Officer]

[



Karen Field Hazin, Vice-President,
Secretary and Associate General Counsel]

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO NON-QUALIFIED CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

The Effective Date of this Endorsement is your Contract Date.

1. PART I - DEFINITIONS

The following definition is added: **SECTION 1.15A JOINT ANNUITANT:**

“Joint Annuitant” means the individual specified as such in the Data Pages. The Joint Annuitant must be the spouse of the Annuitant on the Contract Date.

The following is added at the end of the definition of **OWNER:**

If a joint owner (“Joint Owner”) is shown in the Data Pages, the Owner and Joint Owner possess an undivided interest in the rights of the entire Contract and must act jointly in exercising any ownership rights. Except for purposes of “Owner Death Distribution Rules” or as otherwise indicated, any reference to “you” and “your” in the Contract will apply to both the Owner and the Joint Owner.

2. *The following is added to* **PART VI – PAYMENT UPON DEATH** *before* **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner, any applicable Death Benefit will be based on the death of the Annuitant. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. For purposes of this section, “you” refers to the Annuitant or older Joint Annuitant, if applicable, when describing the effect of death under a Contract owned by a Non-Natural Owner. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. If the Joint Annuitants are the same age and share the same birth date, the Annuitant will be deemed to be the older Joint Annuitant for this purpose.

Where a Contract is jointly owned, a Death Benefit is payable at the death of the older Joint Owner. For purposes of this section, “you” refers to the older Joint Owner when

describing the effect of death under a Contract jointly owned. If the Joint Owners are the same age and share the same birth date, the Owner will be deemed to be the older Joint Owner for this purpose.

3. PART VI - PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.01 BENEFICIARY:**

Where a Contract is owned by a Non-Natural Owner which is a Living Trust, upon the death of the named Annuitant, a Death Benefit is payable. At the time of the Annuitant's death, if the Annuitant's spouse is the sole beneficiary of the trust, the trustee as Owner of the Contract may request that the spouse be substituted as Annuitant as of the date of the original Annuitant's death. No further change of Annuitant will be permitted. Where a Joint Annuitant is named under such a Contract, any applicable Death Benefit will be based on the death of the older Joint Annuitant. At the time of the older Joint Annuitant's death, a death benefit is payable and the trustee as Owner of the Contract may request that the surviving Annuitant continue the Contract. If the younger Joint Annuitant dies before the older Joint Annuitant, a Death Benefit is not payable and the Contract continues. A Living Trust is a trust that meets the following conditions: (i) it is revocable at any time by the grantor, (ii) the grantor has exclusive control of the trust, (iii) no person other than the grantor has any interest in the trust during the grantor's lifetime, and (iv) the grantor's spouse is the sole beneficiary of the trust.

If a Contract is jointly owned, the surviving Joint Owner will be deemed the Beneficiary, superseding any other Beneficiary designation.

If a Contract has a Non-Natural Owner and Joint Annuitants, the surviving Joint Annuitant will be deemed to be the Beneficiary superseding any other Beneficiary designation.

4. PAYMENT UPON DEATH

The following is added at the end of **SECTION 6.02 PAYMENT UPON DEATH:**

If the Owner and Annuitant are different individuals, at the death of the Annuitant, the Owner becomes the new Annuitant and the Contract continues. No Death Benefit is payable until after the Owner's death. If the Contract is jointly owned and the Annuitant is not either of the two Owners, at the death of the Annuitant, the older Owner will become the Annuitant if the Owners do not designate a new Annuitant. Where a Joint Annuitant is named under the Contract, upon the death of one of the Joint Annuitants, the Contract continues with the single remaining Annuitant. Where a Joint Annuitant is named under the Contract and both Annuitants die, then provisions of the first three sentences of this paragraph become operative.

OWNER DEATH DISTRIBUTION RULES UNDER SECTION 72(S) OF THE CODE

Section 72(s) of the Code requires that where any annuity contract owner dies on or after the annuity starting date and before the entire interest in the annuity contract has been distributed, the remaining portion of the interest must be distributed at least as rapidly as under the method of distribution being used as of the date of death. Section 72(s) of the Code also requires that where any annuity contract owner dies before the annuity starting date, the entire interest in the annuity contract must be distributed within five years after the owner's death as described in Section 72(s)(1)(B) of the Code. For purposes of this Endorsement, this is called the "Five Year Rule". If the beneficiary is an individual, in the alternative, payments must begin within one year after the owner's death as a life annuity or installment option for a period of not longer than the life expectancy of the individual beneficiary as described in Section 72(s)(2) of the Code. For purposes of this Endorsement, this is called the "One Year Rule". However, if the beneficiary is the owner's surviving spouse, no payments of the owner's interest in the annuity contract are required until after the surviving spouse's death. If the owner is non-natural, then the death of the annuitant triggers the required payment. Where a Joint Annuitant is named under a Contract with a Non-Natural Owner, any applicable Death Benefit will be based on the death of the older Joint Annuitant as described in Sections 2 and 3 of this Endorsement.

Owner Death Distribution Rules--Contract Continuation

Under any of the following circumstances, if you die before the Maturity Date, the Death Benefit described in Section 6.02, if applicable, will not be paid in a single sum and the Contract will continue as described in subsections (1) through (5) below, whichever is applicable.

(1) Single Owner Contract with a Non-Spousal Beneficiary(ies)

Upon the death of the Owner, a Death Benefit is payable. If the Death Benefit is not paid in the form of an Annuity Benefit and the Beneficiary continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the Beneficiary must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of your death as described in the next paragraph. If the Beneficiary does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed to the Beneficiary no later than the fifth anniversary after your death, subject to our receipt of the Beneficiary Requirements.

If the Beneficiary elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. No additional Contributions may be made to the Contract.

Any optional Guaranteed Minimum Death Benefit is terminated along with any applicable charges.

[The effect of death on any optional rider for a Single Owner Contract with a Non- Spousal Beneficiary is shown in “Effect of Death on any Applicable Optional Rider”, Attachment A, to this Endorsement.]

We will pay all amounts under the Contract no later than the fifth anniversary after your death.

(2) Single Owner Contract - Spousal Continuation

When the Owner dies, a Death Benefit is payable. If you are married at the time of your death and the only person named as your primary Beneficiary under Section 6.01 is your surviving spouse and your surviving spouse elects Spousal Continuation under your Contract, then no Death Benefit would be distributed under the Contract until after your surviving spouse’s death. To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse’s election of Spousal Continuation, the Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

If you were also the Annuitant or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, your surviving spouse becomes the Owner and single Annuitant. If you were not the Annuitant or Joint Annuitant, if applicable, under the Contract, the individuals named as such will continue in such capacity under the Contract and your surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a single owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

(3) Joint Owner Contract - Spousal Continuation

Upon the death of the first of the Joint Owners who are spouses, the following Death Benefit and Spousal Continuation terms apply. Under Contracts owned by a Non-Natural Owner, upon the death of the first of the Joint Annuitants, reference below to “Joint Owner” is replaced with reference to “Joint Annuitant” and reference to “Owner” is replaced with “Annuitant.” Furthermore, the third paragraph of subsection (A) and the second paragraph of subsection (B) do not apply. .

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving spouse may elect to become the sole Owner under the Contract. Such election shall be made no later than the Payment Transaction Date.

Upon the younger surviving spouse’s election of Spousal Continuation, no Death Benefit is distributed under the Contract. The Annuity Account Value of the Contract will be reset, as of the Payment Transaction Date, to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file. If the Annuity Account Value is greater than the Guaranteed Minimum Death Benefit, we do not reset the Guaranteed Minimum Death Benefit for the surviving spouse.

If the deceased spouse was also the Annuitant, or Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the younger surviving spouse becomes the Owner and single Annuitant. If neither Owner is the Annuitant, or Joint Annuitant, if applicable, then the individuals named as such will continue in such capacity and the surviving spouse becomes the Annuitant at the death of the originally named Annuitant under a Contract where a single Annuitant is named. Under a Contract where Joint Annuitants are named, your surviving spouse becomes the Annuitant upon the death of both the Annuitant and Joint Annuitant.

[The effect of death on any optional rider for a Joint Owner Contract with Spousal Continuation is shown under “Effect of Death on any Applicable Optional Rider” in Attachment A of this Endorsement.]

- (B) If the first Joint Owner to die is the younger Joint Owner, the surviving spouse continues the Contract as the sole Owner and no Death Benefit is payable.

If the deceased spouse was also the sole Annuitant, or the surviving spouse was a Joint Annuitant, if applicable, named under the Contract, under Spousal Continuation, the surviving spouse becomes the Owner and sole Annuitant. If neither Owner is the Annuitant, then the Annuitant will continue in such capacity and the surviving spouse becomes the sole Annuitant at the death of the originally named single Annuitant. Under a Contract where Joint Annuitants are named, the surviving spouse becomes the sole Annuitant upon the death of both the Annuitant and Joint Annuitant.

(4) *Joint Owner Contract - Non-Spousal Contract Continuation*

Upon the death of the first of the Joint Owners who are not spouses at the time of the first death, the following Death Benefit Contract Continuation terms apply.

- (A) If the first Joint Owner to die is also the older Joint Owner, then a Death Benefit is payable and the surviving Owner may elect to become the sole Owner under the Contract and elect either the One or Five Year Rule described in this item 4 of this Endorsement or the NQ Beneficiary Continuation Option described below. Such election shall be made no later than the Payment Transaction Date.

The same rules apply as described above in subsection (1) "Single Owner Contract with a Non-Spousal Beneficiary(ies)."

If the first Joint Owner to die is the younger Joint Owner, then no Death Benefit is payable. If the Cash Value is not paid in the form of an Annuity Benefit and the surviving Owner continues the Contract under the terms of this Section, the continuation must meet with the One Year Rule or the Five Year Rule discussed above.

In order to continue the Contract under the One Year Rule, the surviving Owner must elect the "NQ Beneficiary Continuation Option" discussed below. In order to continue the Contract under the Five Year Rule, the Beneficiary may affirmatively elect the NQ Beneficiary Continuation Option or elect to keep the Contract in-force until the fifth anniversary of the younger Owner's death as described in the next paragraph. If the surviving Owner does not affirmatively elect the NQ Beneficiary Continuation Option, the Five Year Rule will apply, that is, all amounts under the Contract must be distributed no later than the fifth anniversary after the younger Owner's death, subject to our receipt of the Beneficiary Requirements.

If the surviving Owner elects to continue the Contract under the Five Year Rule, without electing the NQ Beneficiary Continuation Option, there is no Annuity Account Value Reset. No additional Contributions are permitted under the Contract. Any optional Guaranteed Minimum Death Benefit elected, along with any applicable charges, remains in effect. The Guaranteed Minimum Death Benefit becomes payable if the older Joint Owner dies within the period defined in the Five Year Rule.

[The effect of death on any optional rider for a Joint Owner Contract with Contract Continuation is shown in "Effect of Death on any Applicable Optional Rider", Attachment A, to this Endorsement.]

- (5) If a named Beneficiary who is an individual elects to become a "Continuation Beneficiary", the terms of the "NQ Beneficiary Continuation Option", where the Owner, Joint Owner, Annuitant, or Joint Annuitant, whichever is applicable based on ownership, as shown in the Data Pages, dies before the Maturity Date, are as follows:

"NQ Beneficiary Continuation Option"

- (i) A Beneficiary who is a non-natural entity is not eligible to elect to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option.
- (ii) The Continuation Beneficiary will automatically become the successor Owner with respect to that individual's portion of the interest in the Contract.
- (iii) We must receive an eligible individual's election to continue coverage under the Contract as a "Continuation Beneficiary" under the NQ Beneficiary Continuation Option at our Processing Office within [nine (9) months] after your death and before the individual's share of the Death Benefit or interest in the Contract, as applicable, is paid out in any manner inconsistent with that individual's election to continue the Contract under the NQ Beneficiary Continuation Option.
- (iv) If a Death Benefit is payable and the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date, we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit rider), and the Continuation Beneficiary's share of the interest in the Contract will be determined after any such reset.

- (v) The Continuation Beneficiary cannot make any additional Contributions to the Contract.
- (vi) The Continuation Beneficiary may transfer amounts among the Variable Investment Options with respect to the Continuation Beneficiary's share of the interest in the Contract.
- (vii) The Continuation Beneficiary may not assign his/her share of the interest in the Contract.
- (viii) Distributions to the Continuation Beneficiary will be made in accordance with the Continuation Beneficiary's election.

If the Continuation Beneficiary elects to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule as described in item 4 of this Endorsement, payments will be made at least annually from his/her share of the interest in the Contract over a period not extending beyond the life expectancy of the Continuation Beneficiary. The first such payment must be no later than one (1) year after the date of your death.

The Continuation Beneficiary may alternatively elect to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule described in item 4 of this Endorsement.

- (ix) Withdrawal Rights.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the Five Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time, with any amount of his/her share of the interest in the Contract remaining to be paid fully on the fifth anniversary of your death.

If the Continuation Beneficiary has elected to take distribution of his/her share of the interest in the Contract in accordance with the One Year Rule, the Continuation Beneficiary may withdraw any portion of his/her share of the interest in the Contract at any time. Payments will continue to be made to the Continuation Beneficiary as described in accordance with the One Year Rule, from his/her share of the interest in the Contract, as reduced by the withdrawal.

- (x) Death of the Continuation Beneficiary. Upon the Continuation Beneficiary's death, we will make a single sum payment of any of his/her remaining share of the interest in the Contract to the person designated by the deceased Continuation Beneficiary to receive any such payment, unless the person designated by the deceased Continuation Beneficiary is eligible to, and elects to, continue the payment method originally elected by the Continuation Beneficiary over any remaining life expectancy period of the Continuation Beneficiary.

5. *The following is- added to* **SECTION 6.03 MANNER OF PAYMENT:**

A Beneficiary may elect to apply a Death Benefit to an Annuity Benefit as described in Part VII of the Contract. Any Death Benefit applied as an Annuity Benefit in Part VII will be paid out over the life of the Beneficiary or for a period not exceeding the Beneficiary's life expectancy (such payments must begin in accordance with the "One Year Rule" described above, and any Death Benefit that is not applied as an Annuity Benefit in Part VII will be paid out in accordance with the "Five Year Rule" described above.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condrón
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

ATTACHMENT A

Effect of Death on any Applicable Optional Rider (See Item 4 of this Endorsement)

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract with non-spousal Beneficiary(ies):

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

Upon the death of the Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.]

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the optional GMDB as of the date of the Owner’s death is frozen and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Joint Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner, and the older Joint Owner was age [84] or younger at death, a GMDB that by its terms accumulates to the older Joint Owner’s age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of the older Joint Owner and the older Joint Owner was [85] or older at death, we will reinstate the GMDB elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the older Joint Owner’s death, the value of the optional GMDB elected by the Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the older Joint Owner’s age. If the older Joint Owner dies and the surviving Joint Owner elects to become sole Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving Owner is age [75] or younger on the date of death of the original Joint Owner, the surviving Owner may contribute or transfer amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the older Joint Owner began taking GIB Payment under the Contract, the surviving Owner may continue to receive such payments only if the older Joint Owner had elected a joint life annuity with the surviving spouse.]

[The following text will appear only for Joint Owner Contracts when the applicable optional rider has been elected.]

Non-spousal Joint Owner Contracts:

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

Upon the death of the older Joint Owner, if the Contract is continued under the Five Year Rule described in Item 4, GIB and any applicable charge end.

Upon the death of the younger Joint Owner, if the Contract is continued under the Five Year Rule, and if the earlier of

- (i) the Contract Date Anniversary following the surviving Owner’s [95]th birthday, or
- (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred,

is after the end of the period described in the Five Year Rule, the GIB and any applicable charge end.]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ROTH IRA CONTRACTS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

When issued with this Endorsement, and as specified in the Data Pages, this Contract is issued as a Roth individual retirement annuity contract which meets the requirements of Sections 408A(b) and 408(b) of the Code (“Roth IRA Contract”). The tax qualified plan provisions are being added to the Contract to comply with the requirements of the tax code. You should comply with the tax qualified plan provisions to prevent loss of the advantages of tax deferral and to prevent penalties.

This Contract is not offered as an inherited Roth IRA.

This Roth IRA Contract is established for the exclusive benefit of you and your beneficiaries.

Your entire interest in this Contract is not forfeitable.

The provisions of this Roth IRA Endorsement supersede any inconsistent provisions of the Contract or any other Rider or Endorsement.

The Effective Date of this Endorsement is your Contract Date.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, this Roth IRA Contract is an annuity contract that may be used to fund a Roth individual retirement account that meets the requirements of Sections 408(a) and 408A(b) of the Code. In such a case “you” and “your” refer to the Annuitant where required by context, and the provisions of the custodial Roth individual retirement account prevail during any period this Contract is owned by such a trustee or custodian.]

PART I - DEFINITIONS

SECTION 1.01 ANNUITANT

The following is added at the end of the existing Section:

You must be both the Annuitant and the Owner [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. Benefits under this Roth IRA Contract are determined by the age of the Annuitant.]

SECTION 1.16 NON-NATURAL OWNER

The following is added at the end of the existing Section:

Non-natural Owners other than a trustee or custodial Roth IRA Owner are not permitted.

SECTION 1.17 OWNER

The existing Section is replaced by the following:

“Owner” means the individual shown as such on the cover page and in the Data Pages, who must also be the Annuitant. Joint Owners are not permitted. The Owner of this Contract cannot be changed [, unless the Owner is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code].

[Applicable to a trustee or custodial Roth IRA Owner]

[Where the contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner must be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

The following new Section is added:

SECTION 1.21A REQUIRED MINIMUM DISTRIBUTION PAYMENTS.

“Required Minimum Distribution Payments ” means the payments from or with respect to this Roth IRA Contract that are required by Sections 408(b) and 401(a)(9) of the Code and which are described in the Section, “Required Minimum Distribution Rules--Payments After Your Death.”

PART III - CONTRIBUTIONS AND ALLOCATIONS

SECTION 3.02 LIMITS ON CONTRIBUTIONS

The title of this Section is changed to:

“SECTION 3.02 MINIMUM AMOUNTS, LIMITS AND REQUIREMENTS FOR CONTRIBUTIONS”

and the following is added at the end of the existing Section:

No Contributions will be accepted unless they are in United States currency. We reserve the right not to accept funds by electronic means unless they meet our specifications.

We indicate in the Data Pages and in this Section any limits on the type, source or amount of Contributions we will accept.

Except as otherwise indicated in this Section or the Data Pages, we will accept the following types of Contributions, discussed below, to this Roth IRA Contract: (i) "regular" Roth IRA contributions; (ii) rollover Contributions from another Roth IRA; (iii) "conversion" rollover contributions from a "traditional" IRA (also referred to as a "non-Roth IRA"), or another source of conversion rollover contributions as described below; or (iv) direct custodian-to-custodian transfers from another Roth individual retirement account or another Roth individual annuity contract which meets the requirements of Sections 408 and 408A of the Code.

The initial Contribution to this Roth IRA Contract must be a rollover contribution described in paragraph (d) below or a direct transfer contribution described in paragraph (e) below.

We do not offer this Roth IRA Contract as an inherited Roth IRA contract so we do not accept direct transfer contributions from the Roth IRA of a deceased Roth IRA owner, nor do we accept direct rollover contributions from beneficiaries of deceased plan participants in eligible retirement plans.

(a) Regular Roth IRA Contributions; Maximum Permissible Amount

Except in the case of a direct custodian-to-custodian transfer from another Roth IRA, a "qualified rollover contribution" or a "recharacterization" as defined below in this Section, the total of "regular" Roth IRA contributions to all your Roth IRAs for a taxable year does not exceed the "applicable amount" as defined below in this Section, or your "compensation" as defined below in this Section, if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the "applicable amount" or your "compensation" is referred to as a "regular" Roth IRA contribution. Contributions may be limited under paragraphs (c) through (i) of this Section below. Additional amounts may be contributed under "Temporary or specially directed rules" below in paragraph (b-1).

(b) Regular Roth IRA Contributions; Applicable Amount

If you are under age 50, the applicable amount is \$5,000 for any taxable year. If you are age 50 or older, the applicable amount is \$6,000 for any taxable year.

These limits will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(A) of the Code. Such adjustments will be in multiples of \$500.

(b-1) Temporary or specially directed rules. You may make additional regular Roth IRA contributions specifically authorized by statute if you are eligible to do so under temporary or specially directed rules, such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. We may request that you document your eligibility to make any such additional regular Roth IRA contributions.

(c) Regular Roth IRA Contribution Limits Based on Modified Adjusted Gross Income

If paragraph (c)(i) and/or (c)(ii) of this Section apply, the maximum regular contribution that can be made to all your Roth IRAs for a taxable year is the smaller amount determined under paragraph (c)(i) or (c)(ii) of this Section.

- (i) The maximum regular Roth IRA contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," described in paragraph (h) of this Section below) in accordance with the following table:

Filing Status	Full Contribution	Phase-Out Range	No Contribution
Modified AGI			
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,00 and \$160,000	\$160,000 or more
Married – Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If your modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

- (ii) If you make regular contributions to both Roth and traditional IRAs for a taxable year, the maximum regular contribution that can be made to all your Roth IRAs for that taxable year is reduced by the regular contributions made to your traditional IRAs for the taxable year.

(d) “Qualified Rollover” or “Conversion Rollover” Contributions

A “qualified rollover contribution” is a rollover contribution of a distribution from an eligible retirement plan described in Section 402(c)(8)(B) of the Code. If the distribution is from an IRA, the rollover must meet the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover contribution is from a traditional IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements one of the following applicable Sections of the Code: 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16). A qualified rollover contribution also includes (i) and (ii) below.

- (i) All or part of a military death gratuity or servicemembers’ group life insurance (“SGLI”) payment may be contributed if the contribution is made within one (1) year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Section 408(d)(3)(B) of the Code.

(ii) All or part of an airline payment (as defined in Section 125 of the Worker, Retiree, and Employer Recovery Act of 2008 (“WRERA”), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) Direct Transfer Contributions

A “direct transfer” contribution is the transfer of amounts to this Contract directly from a Roth individual retirement account or another Roth individual retirement annuity contract which meets the requirements of Sections 408 and 408A(b) of the Code.

(f) SIMPLE IRA Limits

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer’s SIMPLE IRA plan.

(g) Recharacterization

A regular contribution to a traditional IRA may be recharacterized pursuant to the rules in Treasury Regulation Section 1.408A-5, or any successor Regulation, as a regular contribution to this Roth IRA, subject to the limits in paragraph (c) of this Section above.

(h) Modified AGI

For purposes of paragraph (c) of this Section above, an individual's modified AGI for a taxable year is defined in Section 408A(c)(3)(B)(i) of the Code and does not include any amount included in adjusted gross income as a result of a “conversion rollover” (a rollover from an eligible retirement plan other than a Roth IRA).

(i) Definition of Compensation for Purposes of Regular Roth IRA Contributions

For purposes of paragraph (a) of this Section above, “compensation” is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the term trade or business for purposes of Section 1402 of the Code included service described in Section 1402 (c)(6) of the Code. Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Section 112 of the Code). Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term “compensation” shall include any amount includible in the individual's gross income under Section 71 of the Code with respect to a divorce or separation instrument described in Section 71(b)(2)(A) of the Code. If you are married and file a joint Federal income

tax return with your spouse, and if your spouse has greater compensation than you do, you may treat your spouse's compensation as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Section 3401(h)(2) of the Code.

PART VI - PAYMENT UPON DEATH

SECTION 6.01 BENEFICIARY

The following sentence is added at the end of the second paragraph of the existing Section:

Unless you specifically elect in writing otherwise, we will treat each Beneficiary's share of the Death Benefit payable as a separate account for the benefit of each Beneficiary as described in Treasury Regulation Section 1.401(a)(9)-8 Q&A A-2(a)(2) or any successor Regulation.

SECTION 6.02 PAYMENT UPON DEATH

The following is added at the end of the existing Section:

Payment upon death is subject to the "Required Minimum Distribution" rules of Sections 408(b) and 401(a)(9) of the Code. See the Section, "Required Minimum Distribution Rules--Payments After Your Death."

Under either of the following two alternative circumstances a Death Benefit described in this Section will not be paid at your death before the Maturity Date and the coverage under this Contract will continue as described in paragraph (1) or (2) below, whichever is applicable. Your death may terminate an optional benefit described in a Rider to your Contract as described below. See Attachment A to this Endorsement.

- (1) If you are married at your death, the person named as sole Beneficiary under the "Beneficiary" Section of this Contract is your surviving spouse, and your surviving spouse elects the "Spousal Continuation" option under your Contract, then no Death Benefit is payable until after your surviving spouse's death.
- (2) If the "Beneficiary Continuation Option" described in Section 6.04 is in effect, the entire interest in this Contract will be paid out after your death under the Beneficiary Continuation Option.

[Applicable to a trustee or custodial Roth IRA Owner]

[If the Owner and the Annuitant are different because the Owner of the Contract is a trustee or custodian under Sections 408(a) and 408A(b) of the Code and pertinent Regulations, in this Section "you" refers to the Annuitant, and your surviving spouse can be named successor Annuitant.]

Terms Applicable to Spousal Continuation

To elect Spousal Continuation your surviving spouse must be Age [85] or younger at the date of your death. Such election shall be made no later than the Payment Transaction Date.

Upon your surviving spouse's election to continue the Contract, the Annuity Account Value of the Contract will be reset, as of the date we receive the Beneficiary Requirements described in the Section "Payment Upon Death", to equal the greater of (i) the Annuity Account Value or (ii) the Guaranteed Minimum Death Benefit. Any additional amount of Annuity Account Value will be allocated in accordance with the current allocation instructions on file.

[The following text will appear only for Single Owner Contracts when Spousal Continuation and an optional rider has been elected.]

[The effect of death on any optional rider for a Contract with Spousal Continuation is shown in "Effect of Death on any Applicable Optional Rider", See Attachment A to this Endorsement.]

The following Section is added at the end of Part VI:

SECTION 6.04 BENEFICIARY CONTINUATION OPTION

This Section applies only if you die before the Maturity Date, and the Beneficiary named under the "Beneficiary" Section of this Contract is an individual. With the exception of the following paragraph, this Section does not apply to any Beneficiary that is not an individual, and that non-individual Beneficiary's portion of the Death Benefit described in the "Payment Upon Death" Section of this Contract is payable to the Beneficiary.

This Section applies to a non-individual Beneficiary only if it is a "see-through trust". A "see-through trust" is an irrevocable trust, valid under state law, the only beneficiaries of which are individuals, and which trust has met applicable documentation requirements under applicable Regulations as we may determine. If such a "see-through trust" described in Treasury Regulation Section 1.401(a)(9)-4 Q&A A-5, or any successor Regulation, is the Beneficiary named in the "Beneficiary" Section of this Contract, the individual used as the measuring life for calculating payments is the oldest beneficiary of such trust.

If this Section applies and there is more than one Beneficiary, the Annuity Account Value (or if greater, the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements) will be apportioned among your Beneficiaries as you designate pursuant to the "Beneficiary" Section of this Contract.

If the Beneficiary qualifies to continue this Contract, and we receive that Beneficiary's completed election no later than September 30 of the calendar year following the calendar year of your death and before any contrary election is made, that Beneficiary may continue your Contract pursuant to this Section under the terms set forth in (a) through (i) below. Each such Beneficiary electing to continue his or her portion of the interest in this Contract is a "Continuation Beneficiary". For any Beneficiary who does not timely elect to continue his or her portion of the interest in this Contract, we will pay in a single sum that Beneficiary's share of the Death Benefit pursuant to the "Payment Upon Death" Section of this Contract.

The terms of the Beneficiary Continuation Option are as follows:

- (a) This Contract cannot be assigned and must continue in your name for benefit of your Continuation Beneficiary. The Continuation Beneficiary may not assign his/her portion of the entire interest in this Contract.

- (b) The Continuation Beneficiary automatically becomes the successor Annuitant with respect to that Continuation Beneficiary's portion of the entire interest in this Contract. If you have specifically elected under the "Beneficiary" Section of this Contract that we not separately account for each Beneficiary's portion of the interest in this Contract, the oldest Continuation Beneficiary will be the successor Annuitant used as the measuring life for purposes of calculating the Required Minimum Distribution payments in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (c) If the Annuity Account Value is less than the Guaranteed Minimum Death Benefit on the Payment Transaction Date we receive all Beneficiary Requirements, then we will reset such Annuity Account Value to equal such Guaranteed Minimum Death Benefit (plus the amount attributable to any optional enhanced Death Benefit Rider), and the Continuation Beneficiary's portion of the entire interest in this Contract will be determined after any such reset.
- (d) The Continuation Beneficiary may transfer amounts among the Investment Options with respect to that Continuation Beneficiary's portion of the entire interest in this Contract.
- (e) The Continuation Beneficiary cannot make any additional Contributions to this Contract.
- (f) Distributions to the Continuation Beneficiary with respect to that Continuation Beneficiary's portion of the entire interest in this Contract will be made in accordance with requirements described in the Section, "Required Minimum Distribution Rules—Payments After Your Death".
- (g) The Beneficiary Continuation Option is designed to pay out at least annually the post-death Required Minimum Distribution payment calculated for a Continuation Beneficiary's portion of the entire interest in this Contract. If a Continuation Beneficiary elects to take all or part of any such Required Minimum Distribution payment from another of your Roth individual retirement arrangements under which you also designated that Continuation Beneficiary as beneficiary, as described in the Section, "Required Minimum Distribution Rules—Payments After Your Death", in order for us to suspend such payment, that Continuation Beneficiary must give us advance notice in accordance with our procedures at the time.
- (h) A Continuation Beneficiary may withdraw the Annuity Account Value apportioned to such Continuation Beneficiary at any time;
- (i) Upon a Continuation Beneficiary's death, we will make a single sum payment to the person designated by the deceased Continuation Beneficiary to receive that deceased Continuation Beneficiary's portion of the Annuity Account Value, if any remains. In the alternative, the deceased Continuation Beneficiary's designated beneficiary may elect to continue the payment method originally elected by the deceased Continuation Beneficiary in accordance with paragraph (1) or (2) of the Section, "Required Minimum Distribution Rules—Payments After Your Death".

PART VII - ANNUITY BENEFITS *is changed to:*

“ANNUITY BENEFITS AND REQUIRED MINIMUM DISTRIBUTIONS”

The following new Section is added at the end of Part VII:

SECTION 7.08 REQUIRED MINIMUM DISTRIBUTION RULES--PAYMENTS AFTER YOUR DEATH

This Contract is subject to the “Required Minimum Distribution” rules of Sections 408(b) and 401(a)(9) of the Code, including the Treasury Regulations that apply. To the extent that any payment, benefit, or distribution options available to you under this Contract conflict with the Code, the Code requirements prevail.

No amount is required to be distributed prior to your death.

Notwithstanding any provision of this Contract to the contrary, the distribution of your interest in this Contract will be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code and the Treasury Regulations thereunder, the provisions of which are herein incorporated by reference. Prior to the date that this Contract is annuitized, distribution of your “entire interest” in this Contract, described below in this Section, must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the Treasury Regulations thereunder.

Upon your death your entire interest in this Contract will be distributed at least as rapidly as follows:

- (1) If your designated Beneficiary is someone other than your surviving spouse as described in the immediately following paragraph, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of your death. In the alternative, the Beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section.
- (2) If your sole designated Beneficiary is your surviving spouse, your entire interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such surviving spouse's life expectancy. In the alternative, your surviving spouse may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies before these required distributions commence to him or her, your remaining interest in this Contract will be distributed, starting by the end of the calendar year following the calendar year of your surviving spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse. In the alternative, that beneficiary may elect to take distribution of your entire interest in this Contract in accordance with paragraph (3) below in this Section. If your surviving spouse dies after these required distributions commence to him or her, any remaining

interest in this Contract will continue to be distributed under the Annuity Benefit or other option chosen under this Contract.

- (3) If there is no individual designated as Beneficiary, or if the applicable Beneficiary chooses this alternative, your entire interest in this Contract will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your surviving spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) in this Section above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Treasury Regulation Section 1.401(a)(9)-9 or any successor Regulation. If distributions are being made to a surviving spouse as the sole designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (1) or (2) in this Section above and reduced by 1 for each subsequent year.

Your "entire interest" in this Contract includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Treasury Regulation Section 1.408-8 or any successor Regulation and, in addition to the dollar amount credited, the actuarial present value of any additional benefits provided under this Roth IRA contract, such as guaranteed death benefits.

For purposes of paragraph (2) above, required distributions are considered to begin commence on the date distributions are required to begin to your surviving spouse under paragraph (2). However, if distributions start on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulation Section 1.401(a)(9)-6 or any successor Regulation, prior to the applicable date in the preceding sentence, then required distributions are considered to commence on the annuity starting date.

If the sole designated Beneficiary is your surviving spouse, and Spousal Continuation option described in the Section, "Payment Upon Death" is in effect, distribution of your interest in this Contract need not be made until after your surviving spouse's death.

Potential aggregation with your Roth individual retirement arrangements. In the circumstances described in this paragraph, a Beneficiary who is also your designated beneficiary under at least one other of your Roth individual retirement arrangements may choose to take the post-death required minimum distribution payments calculated for this Contract in the manner specified in paragraph (1) or (2) of this Section above for the Beneficiary's portion of the entire interest in this Roth IRA contract from another of your Roth individual retirement arrangements in accordance with Treasury Regulation Section 1.408-8, Q&A A-9. We may request that a Beneficiary document eligibility to take withdrawals from another of your other Roth individual retirement arrangements. This choice does not apply if your Beneficiary has elected the alternative calculation method to take distribution of the portion of the entire interest in this Contract under paragraph (3) of this Section above. The post-death Required Minimum Distribution must be calculated separately for each Roth IRA. The separately calculated amounts may then be totaled and the total distribution taken from any one or more of the individual's Roth IRAs held as a beneficiary of the same decedent and which are being distributed under the life expectancy rule in Section 401(a)(9)(B)(iii) or (iv) of the Code. Such amounts may not be aggregated with amounts held in Roth IRAs that the Beneficiary holds as the Roth IRA owner or as the beneficiary of

another decedent. Distributions from traditional IRAs will not satisfy the distribution requirements applicable to Roth IRAs or section 403(b) accounts or contracts and distributions from Roth IRAs or section 403(b) contracts or accounts will not satisfy the distribution requirements from traditional IRAs.

PART IX - GENERAL PROVISIONS

SECTION 9.02 STATUTORY COMPLIANCE

The following is added at the end of the existing Section:

If this Contract fails to qualify as a Roth individual retirement annuity under Sections 408(b) and 408A(b) of the Code, we will have the right to terminate this Contract. We may do so, upon receipt of notice of such fact, before the Maturity Date. In that case, we will pay the Annuity Account Value less a deduction for the part which applies to any Federal income tax payable by you which would not have been payable with respect to an individual retirement annuity which meets the terms of Sections 408(b) of the Code.

However, we may also, at your request, transfer the Annuity Account Value to another annuity contract issued by an affiliate, subsidiary or us.

SECTION 9.04 REPORTS AND NOTICES

The following is added at the end of the existing Section:

We will send you a report as of the end of each calendar year showing the status of this Contract and any other reports required by the Code. We will also send to you information on Required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

SECTION 9.05 CHANGE IN OWNER

The existing Section is replaced by the following:

The Ownership of this Roth IRA Contract cannot be changed.

[Applicable to a trustee or custodial IRA Owner]

[Where this Contract is purchased to fund a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be a trustee or custodian meeting the requirements of those Sections and pertinent Regulations. The Annuitant must be the individual for whose benefit the Roth individual retirement account is maintained. If the Owner of this Roth IRA Contract is a trustee or custodian of a Roth individual retirement account under Sections 408(a) and 408A(b) of the Code, the Owner may be changed to a different trustee or custodian of a Roth individual retirement account under Sections 408(a) of the Code and 408A(b) of the Code benefiting the Annuitant. In the alternative, the ownership may be changed to the Annuitant. When the Annuitant is the Owner, any provisions of this Endorsement relating to trustee or custodial ownership have no effect.]

SECTION 9.06 ASSIGNMENTS AND TRANSFERABILITY

The existing Section is replaced by the following:

You may not transfer this Contract.

No portion of your interest in this Contract or your rights under this Contract may be sold, assigned, pledged or transferred to any person other than the issuer of this Contract, or discounted, encumbered or pledged as collateral for a loan or as security for the performance of an obligation.

AXA EQUITABLE LIFE INSURANCE COMPANY



Christopher M. Condrón
President and Chief Executive Officer



Karen Field Hazin, VicePresident,
Secretary and Associate General Counsel

ATTACHMENT A

[The following text will appear only for Single Owner Contracts when the applicable optional rider has been elected.]

Single Owner Contract if Spousal Continuation is elected:

[Applicable if an optional Guaranteed Minimum Death Benefit Rider is elected]

[Effect of Death on the Guaranteed Minimum Death Benefit (“GMDB”) Rider]

If the surviving spouse is age [75] or younger on the date of death of the original Owner, and the Owner was age [84] or younger at death, a GMDB that by its terms accumulates to Owner age [85] will instead accumulate to age [85] of the surviving spouse.

If the surviving spouse is age [75] or younger on the date of death of original Owner and the Owner was [85] or older at death, we will reinstate the GMDB you elected. The GMDB will continue to grow according to its terms until the Contract Date Anniversary following the date the surviving spouse reaches age [85].

If the surviving spouse is age [76] or over on the date of the Owner’s death, the value of the optional GMDB elected by the original Owner will be frozen as of the date of the Owner’s death and adjusted for any Contributions and withdrawals, and its charge will be discontinued.

If the optional GMDB continues, the GMDB/Guaranteed Income Benefit roll up benefit base reset, if applicable, will be based on the surviving spouse’s age. The next available reset will be based on the contract issue date or last reset, as applicable.]

[Applicable only if the optional Guaranteed Income Benefit is elected]

[Effect of Death on the Guaranteed Income Benefit (“GIB”) Rider]

The GIB features on the Contract Date are based on the original Owner’s age. If the Owner dies and the surviving spouse elects to become Owner in accordance with the provisions of this benefit, the GIB crediting continues until the earlier of (i) the Contract Date Anniversary following the surviving spouse’s [95]th birthday or (ii) the Maturity Date under this Contract if the Benefit Transaction Date has not yet occurred.

If withdrawals under this Rider have not begun and the surviving spouse is age [75] or younger on the date of death of the original Owner, the surviving spouse may contribute or transfer amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options until he/she attains age [75].

If the Owner began taking GIB Payment under the Contract, the surviving spouse may continue to receive such payments only if the Owner had elected a joint life annuity with the surviving spouse.]

RETIREMENT CORNERSTONESM SERIES ADV

Enrollment Form/Application

Combination fixed and variable deferred annuity

Enrollment Form under Group Annuity Contract No. 2010GVAC and
Application for Individual Contract

Please make checks payable to:

AXA Equitable
First-Class Mail:
AXA Equitable
Retirement Service Solutions
P.O. Box 1577
Secaucus, NJ 07096-1577



AXA EQUITABLE

Express Mail:

AXA Equitable
Retirement Service Solutions
500 Plaza Drive, 6th Floor
Secaucus, NJ 07094-3619

For Assistance, please call 888-517-9900
www.axa-equitable.com

CONTRACT SPECIFICS

1. Type of Contract

- A. ☐ Non-Qualified
☐ Traditional IRA
☐ Roth IRA
☐ Inherited IRA BCO Direct Transfer of Decedent IRA¹
- ☐ Inherited Roth IRA BCO Direct Transfer of Decedent Roth IRA¹
☐ Non Spousal Beneficiary QP Direct Rollover to an Inherited IRA BCO¹

¹ GIB and Special Money Market DCA are not available.

B. Total Initial Contribution(s): \$ _____

Specify Method(s) of Payment:

- ☐ Check or Wire
☐ 1035 Exchange (from Single Owner Contract, NQ only)
☐ 1035 Exchange (from Joint Owner Contract, NQ only)
- ☐ CD or Mutual Fund Proceeds (NQ only)
☐ Direct Transfer (IRA or Roth)
☐ Rollover (IRA or Roth)
☐ Direct Rollover (Non-Spousal Beneficiary QP to Inherited IRA BCO only)¹

¹ GIB and Special Money Market DCA are not available.

2. Account Registration (Please print)

A. Owner (Must be legal resident of US.)

- ☐ Individual ☐ Trust ☐ UGMA/UTMA (State _____ Child's SSN _____)
☐ Custodian (IRA/Roth) ☐ Other Non-Natural Owner ☐ Beneficiary of Deceased IRA Owner
☐ Non-Spousal Beneficiary of Deceased QP Participant
☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____ Daytime Phone # _____

Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ EIN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If your Mailing Address is different from the Primary Residential Address above, please provide your Mailing Address in Section 9.

Email Address _____

PATRIOT Act Information:¹

1. Are you a US Citizen? (If "Yes" proceed to question 3.) ☐ Yes ☐ No
2. If you are not a US citizen do you hold a valid US visa, which under the US Patriot Act, permits you to purchase this annuity? ☐ Yes ☐ No

US Visa Category (The following categories are NOT permitted: B, C, D, F, J, M, Q, TWOV.)

3. Your Occupation _____ 4. Your Employer _____

Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

¹ The Annuitant must complete this section if the Owner is not an individual.

AXA Equitable Life Insurance Company

Home Office: 1290 Avenue of the Americas, New York, NY 10104

X03227_core
AXA Distributors, LLC



Cat. No. 145925 Series ADV
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B. Joint Owner (Must be legal resident of US.) NQ only☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

Joint Owner Form of Identification (Please check one.) ☐ Valid Driver's License ☐ Passport ☐ State Issued ID

Identification Number Exp. Date

Email Address _____

C. Annuitant (If other than Owner.)☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

If the Owner is not an individual the Annuitant must complete the Patriot Act Information section on the previous page.

D. Joint Annuitant

- For NQ 1035 Exchange Certificates/Contracts that are Joint Annuitants who are spouses.

☐ Male ☐ Female Date of Birth (mm/dd/yyyy) _____Name (First) (Middle Initial) (Last) Taxpayer Identification Number (Please check one.) ☐ SSN ☐ ITIN

U.S.A. Primary Residential Address only — No P.O. Box Permitted City State ZIP Code

3. Beneficiary(ies) (Please use Special Instructions for Additional Beneficiaries.)

Unless otherwise indicated, proceeds will be divided equally.

A. Primary

1. _____	_____ %	Relationship to Owner	Date of Birth (optional)
Primary Beneficiary Name			
2. _____	_____ %	Relationship to Owner	Date of Birth (optional)
Primary Beneficiary Name			
3. _____	_____ %	Relationship to Owner	Date of Birth (optional)
Primary Beneficiary Name			

B. Contingent

1. _____	_____ %	Relationship to Owner	Date of Birth (optional)
Contingent Beneficiary Name			
2. _____	_____ %	Relationship to Owner	Date of Birth (optional)
Contingent Beneficiary Name			
3. _____	_____ %	Relationship to Owner	Date of Birth (optional)
Contingent Beneficiary Name			

OPTIONAL GUARANTEED BENEFIT RIDER ELECTIONS

Benefit Election Eligibility

Owner Issue Ages 20-75

- The Guaranteed Benefit Riders are only available to owner issue ages 20-75.
- We will automatically issue the contract with the Guaranteed Income Benefit (GIB) combined with the Return of Principal death benefit unless you elect otherwise in Section 4A and or 4B.
- If you accept the default benefit rider, please proceed to Section 5.

Owner Issues Ages 76 and Older

- For Owner issue ages 76 and older, the GIB and Guaranteed Minimum Death Benefit (GMDB) are not available. Please proceed to Section 5.

The Death benefit, if any, in connection with the Performance Account is equal to amounts in the Performance Account Investment Options.

- The benefit riders are optional and may only be chosen at the time of the application. There are additional charges for these riders, unless otherwise noted.
- If you opt out of the GIB at issue by declining it below in section 4A, you will not be able to add it later.
- Benefits under these riders apply only to amounts allocated to the Protection Account Investment Options.
- You may allocate amounts to the Protection Account Investment Options immediately or at a future date, subject to the terms and limitations of the contract.
- If you do not allocate amounts to the Protection Account Investment Options, these rider(s) will have no value under your contract until you allocate amounts at a future date.

4A: Guaranteed Income Benefit (GIB)¹

STOP Eligible contracts will automatically issue with the GIB combined with the Return of Principal death benefit².

To opt out of the GIB, please check the box below.

☐ I decline the GIB

4B: Guaranteed Minimum Death Benefit (GMDB)

To elect a GMDB other than the Return of Principal death benefit², please make an election below:

- STOP** ☐ Greater of Annual Roll up to age 85 or Highest Anniversary Value to age 85 death benefit (**Available only if you did not opt out of the GIB in section 4A**)
- ☐ Highest Anniversary Value to age 85 death benefit (**Available as a standalone death benefit for Owner issue ages 0-75 or in combination with GIB**).

¹ Not Available for Inherited IRA/Inherited Roth IRA.

² There is no charge for the Return of Principal death benefit.

INVESTMENT SELECTION

- You must allocate 100% of your initial contributions to either the Investment Options in Section 5A **OR** any Special Money Market DCA in Section 5B.
- All future allocations will be allocated according to the percentages below unless instructed otherwise by you.
- Contributions received after the Special DCA program terminates will be allocated to the Performance Account Investment Options and the Protection Account Investment Options according to the instructions below.
- If you do not allocate amounts to the Protection Account Investment Options, the optional rider(s) will have no value under your contract until you allocate amounts at a future date.

Investment

PERFORMANCE ACCOUNT Investment Options

Enter the total percent you wish to allocate to your Performance Account below. Percentages must be whole numbers.

Total Percent Allocated to Performance Account Investment Options _____%

PROTECTION ACCOUNT Investment Options

The Protection Account Investment Options are only available to owner issue ages 0-75. Enter the total percent you wish to allocate to your Protection Account Investment Options below. Percentages must be whole numbers.

Total Percent Allocated to Protection Account Investment Options _____%

Total Performance Account Investment Options percentage plus Protection Account Investment Options percentage must equal 100%

Investment
Choose either A or B below.

With Investment Performance

5A: ☐ Immediate Allocation

- Allocate immediately to the Performance Account Investment Options and/or the Protection Account Investment Options.

5B: ☐ Special Money Market Dollar Cost Averaging Program

- **Note:** Special Money Market DCA is not available with Inherited IRA/Inherited Roth IRA

Check box for one time period.

☐ 3 months ☐ 6 months ☐ 12 months

- You may have one DCA program in effect at any given time.
- You may designate either or both the Performance Account Investment Options and the Protection Account Investment Options as the destination Option for DCA.

Investment

PERFORMANCE ACCOUNT Investment Options

Percentages must be whole numbers

Allocation %**Asset Allocation**

- % All Asset Allocation
- % AllianceBernstein Balanced Wealth Strategy Portfolio
- % AXA Aggressive Allocation
- % AXA Balanced Strategy
- % AXA Conservative Growth Strategy
- % AXA Conservative Strategy
- % AXA Growth Strategy
- % AXA Moderate Allocation
- % AXA Moderate Growth Strategy
- % AXA Moderate-Plus Allocation
- % BlackRock Global Allocation V.I. Fund
- % EQ/Franklin Core Balanced
- % EQ/Franklin Templeton Allocation
- % Fidelity® VIP Asset Manager: Growth® Portfolio
- % Franklin Income Securities Fund
- % Franklin Templeton VIP Founding Funds Allocation Fund
- % Ivy Funds VIP Asset Strategy
- % Fidelity® VIP Freedom 2015 Portfolio
- % Fidelity® VIP Freedom 2020 Portfolio
- % Fidelity® VIP Freedom 2025 Portfolio
- % Fidelity® VIP Freedom 2030 Portfolio

Large Cap

- % American Century VP Large Company Value
- % BlackRock Large Cap Growth V.I. Fund
- % EQ/BlackRock Basic Value Equity
- % EQ/Boston Advisors Equity Income
- % EQ/Capital Guardian Growth
- % EQ/Capital Guardian Research
- % EQ/Davis New York Venture
- % EQ/JPMorgan Value Opportunities
- % EQ/Montag & Caldwell Growth
- % EQ/Mutual Large Cap Equity
- % EQ/T. Rowe Price Growth Stock
- % EQ/Van Kampen Comstock
- % EQ/Wells Fargo Advantage Omega Growth
- % Fidelity® VIP Contrafund® Portfolio
- % Ivy Funds VIP Dividend Opportunities
- % Lord Abnett Classic Stock (VC)
- % MFS® Investors Growth Stock Series
- % MFS® Investors Trust Series
- % Mutual Shares Securities Fund

Mid Cap

- % American Century VP Mid Cap Value
- % EQ/Morgan Stanley Mid Cap Growth
- % Fidelity® VIP Mid Cap Portfolio
- % Goldman Sachs VIT Mid Cap Value Fund
- % Invesco V.I. Mid Cap Core Equity Fund
- % Ivy Funds VIP Mid Cap Growth
- % Lord Abnett Growth Opportunities (VC)

Small Cap

- % EQ/AllianceBernstein Small Cap Growth
- % EQ/AXA Franklin Small Cap Value Core
- % EQ/GAMCO Small Company Value
- % Invesco V.I. Small Cap Equity Fund
- % Ivy Funds VIP Small Cap Growth

Hybrid/PLUS

- % EQ/Global Multi-Sector Equity
- % EQ/International Core PLUS
- % EQ/Large Cap Growth PLUS
- % EQ/Large Cap Value PLUS
- % EQ/Mid Cap Value PLUS

Allocation %**International/Global**

- % AllianceBernstein International Growth Portfolio
- % EQ/AllianceBernstein International
- % EQ/BlackRock International Value
- % EQ/International Growth
- % EQ/Oppenheimer Global
- % EQ/Templeton Global Equity
- % Invesco V.I. International Growth Fund
- % Lazard Retirement Emerging Markets Equity Portfolio
- % MFS® International Value Portfolio
- % Templeton Developing Markets Securities Fund
- % Templeton Foreign Securities Fund
- % Templeton Growth Securities Fund

Sector/Specialty

- % EQ/GAMCO Mergers and Acquisitions
- % Invesco V.I. Financial Services Fund
- % Invesco V.I. Global Real Estate Fund
- % Invesco V.I. Leisure Fund
- % Ivy Funds VIP Energy
- % Ivy Funds VIP Global Natural Resources
- % Ivy Funds VIP Science & Technology
- % MFS® Technology Portfolio
- % MFS® Utilities Series
- % PIMCO VIT CommodityRealReturn® Strategy Portfolio
- % ProFund VP Bear
- % ProFund VP Biotechnology
- % RydexISGI VT Managed Futures Strategy Fund
- % RydexISGI VT Alternative Strategies Allocation Fund
- % Rydex VT Inverse S&P 500 Strategy
- % T. Rowe Price Health Sciences Portfolio - II
- % Van Eck VIP Global Hard Assets Fund

Index/ATM

- % AXA Tactical Manager 400
- % AXA Tactical Manager 500
- % AXA Tactical Manager 2000
- % AXA Tactical Manager International
- % EQ/Common Stock Index
- % EQ/Equity 500 Index
- % EQ/International ETF
- % EQ/Large Cap Growth Index
- % EQ/Large Cap Value Index
- % EQ/Mid Cap Index
- % EQ/Small Company Index

Fixed Income

- % EQ/Core Bond Index
- % EQ/Global Bond PLUS
- % EQ/Intermediate Government Bond Index
- % EQ/Money Market
- % EQ/PIMCO Ultra Short Bond
- % Fidelity® VIP Strategic Income Portfolio
- % Franklin Strategic Income Securities Fund
- % Guaranteed Interest Option (GIO) (maximum 25%)
- % Invesco V.I. High Yield
- % Ivy Funds VIP High Income
- % Lord Abnett Bond Debenture (VC)
- % PIMCO VIT Emerging Markets Bond Portfolio
- % PIMCO VIT Real Return Strategy Portfolio
- % PIMCO VIT Total Return Portfolio
- % Templeton Global Bond Securities Fund

100%
TOTAL%**Performance Account Investment Options***

* This amount represents 100% of the percentage in shown above in the Performance Account Investment Option section.

Investment

PROTECTION ACCOUNT Investment Options

Percentages must be whole numbers

Category 1:

AXA Strategic Allocation – There is no minimum or maximum for this Category.

Allocation %

- _____ % GB AXA Balanced Strategy
- _____ % GB AXA Conservative Growth Strategy
- _____ % GB AXA Conservative Strategy
- _____ % GB AXA Moderate Growth Strategy

Category 2:

Fixed Income – You must allocate at least 40% of your Contribution to this Investment Option Category if you allocate any percents to Category 3.

Allocation %

- _____ % GB EQ/Core Bond Index
- _____ % GB EQ/Intermediate Government Bond Index

Category 3:

Equity – if you elect this Category, you must allocate at least 40% to Category 2, Fixed Income. You may allocate up to 60% of your Contribution to this Investment Option Category.

Allocation %

- _____ % GB AXA Growth Strategy
- _____ % GB AXA Tactical Manager 400*
- _____ % GB AXA Tactical Manager 500
- _____ % GB AXA Tactical Manager 2000*
- _____ % GB AXA Tactical Manager International

* Allocations to each of these Investment Options may not exceed 10%.

Protection Account Investment Options TOTALS – MUST EQUAL 100%

_____ % + _____ % + _____ % = 100 %
Category 1 Category 2 Category 3 TOTAL**

** This amount represents 100% of the percentage shown above in the Protection Account Investment Options section.

With Investment Performance

6. Broker Transfer Authority Disclosure

☐ **Yes.** I have given authority to my financial professional to act as my agent and provide to AXA Equitable Investment Option transfer instructions by telephone or electronically, and I hereby authorize AXA Equitable to act on such instructions. I understand and acknowledge that AXA Equitable (i) may rely in good faith on the stated identity of the person placing such instructions, and (ii) will have no liability for any claim, loss, liability, or expense that may arise in connection with such instructions. AXA Equitable will continue to act upon this authorization until such time as we receive written notification in our processing office that broker transfer authority has been terminated. Upon receipt of such notification, AXA Equitable will terminate the financial professionals ability to provide transfer instructions on your behalf. AXA Equitable may (i) change or terminate telephone or electronic or overnight mail transfer procedures at any time without prior notice, and (ii) restrict fax, internet, telephone and other electronic transfer services because of disruptive transfer activity.

7. Current Insurance

1. Do you have any other existing life insurance or annuities? ☐ **Yes** ☐ **No**

2. Will any existing life insurance or annuity be (or has it been) surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued? ☐ **Yes** ☐ **No**

If **Yes** to question number 2, complete the following:

Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number
Company	Type of Plan	Year Issued	Certificate/Contract Number

8. Contract State

The Contract State is your state of primary residence (Owner's primary residential address from Section 2) unless you sign the application in a different state. **If you are signing this application in a state other than your state of primary residence, check one box below:**

☐ I have a second residence in the state of sale.

☐ I work or conduct business in the state of sale.

If none of the above apply the application must be signed in your state of Primary Residence, unless we approve another state.

9. Special Instructions

Attach a separate sheet if additional space is needed. For Owners whose Mailing Address differs from their Primary Residential Address in Section 2, please complete the following:

Mailing Address — P.O. Box accepted	City	State	Zip Code

10. Fraud Warnings

Arkansas: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison. **District of Columbia:** WARNING: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits. **All Other States:** Any person who knowingly and with the intent to defraud any insurance company or other person files an application for insurance or a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and subjects such person to criminal and civil penalties.

11. Signature and Acknowledgements

GENERAL DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- Account value(s) attributable to allocations to the investment options, and any variable annuity benefit payments I may elect, may increase or decrease and are not guaranteed as to dollar amount.
- In the case of IRAs and qualified plans that provide tax deferral under the Internal Revenue Code, by signing this enrollment form/application I acknowledge that I am buying the Certificate/Contract for its features and benefits other than tax deferral, as the tax deferral feature of the Certificate/Contract does not provide additional benefits.
- Under penalty of perjury, I certify that all the Taxpayer Identification Numbers in Section 2 are correct.
- All information and statements furnished in this enrollment form/application are true and complete to the best of my knowledge and belief.
- AXA Equitable may accept amendments to this enrollment form/application provided by me or under my authority.
- No registered representative has the authority to make or modify any Certificate/Contract on behalf of AXA Equitable, or to waive or alter any of AXA Equitable's rights and regulations. AXA Equitable must agree to any change made to the Certificate/Contract and benefits applied for, or to the age at issue, in writing signed by an officer of the company.
- Charges under the Certificate/Contract generally apply for the duration of the Certificate/Contract.
- The prospectus and applicable supplements contain more complete information including the limitations, restrictions and conditions that applies to the Certificate/Contract and any optional benefit riders.

OPTIONAL GUARANTEED BENEFIT DISCLOSURE. I/WE UNDERSTAND AND ACKNOWLEDGE THAT:

- There are additional charges for the elected optional benefit riders, unless otherwise noted in this enrollment form/application.
- To receive the benefits under the rider(s), you must allocate amounts to the Protection Account Investment Options either immediately or at a future date, subject to the terms and limitations of the Certificate/Contract. If AXA Equitable discontinues transfers and contributions to the Protection Account Investment Options, I/we will thereafter not be able to create or add to the benefit base.
- The rollup rate used for the rollup benefit bases under GIB and GMDB (if elected) does not represent a guarantee of my Account Value or Cash Value.
- The benefit base does not represent an Account Value or Cash Value. The benefit base cannot be split in connection with a divorce.
- Allocations made to the Protection Account Investment Option will automatically be rebalanced on a quarterly basis.
- The reset feature provided in conjunction with the GIB and GMDB is automatic and may trigger an increase in charge on a contract (subject to any maximum) if a reset occurs. The reset feature is available to age 95 for the GIB and age 85 for GMDB. You will have the option to opt out of the reset and increased charge.
- Withdrawals under the Certificate/Contract may reduce my optional benefit.
- An optional benefit may be of limited use if required minimum distributions apply, now or in the future, to my Contract because withdrawals that are made from this Certificate/Contract to meet the required amount may significantly reduce the benefit.

I acknowledge that I have received the most current prospectus and supplement. After reviewing my financial information and goals with my Registered Representative, I believe that this Certificate/Contract will meet my financial goals.

with Investment Performance

11. Signature and Acknowledgements (Continued)

Consent for Delivery of Initial Prospectus on CD-ROM:

☐ **Yes.** By checking this box and signing the enrollment form/application below, I acknowledge that I received the initial prospectus on computer readable compact disk "CD", and I am able to access the CD information. In order to retain the prospectus indefinitely, I understand that I must print it. I also understand that I may request a prospectus in paper format at any time by calling Customer Service at 1-800-789-7771, and that all subsequent prospectus updates and supplements will be provided to me in paper format, unless I enroll in AXA Equitable's Electronic Delivery Service.

When you sign this enrollment form/application, you are agreeing to the elections that you have made in this enrollment form/application and acknowledge that you have read and understand the information.

X _____
Proposed Owner's Signature Signed at: _____ City, State _____ Date _____

X _____
Proposed Annuitant's Signature (if other than Owner) Signed at: _____ City, State _____ Date _____

X _____
Proposed Joint Owner's Signature (if other than Annuitant) Signed at: _____ City, State _____ Date _____

X _____
Proposed Joint Annuitant's Signature (if other than Owner) Signed at: _____ City, State _____ Date _____

12. Registered Representative Section

1. Does the Proposed Insured have any existing life insurance or annuity contracts? ☐ Yes ☐ No
2. Do you have reason to believe that any existing life insurance or annuity has been or will be surrendered, withdrawn from, loaned against, changed or otherwise reduced in value, or replaced in connection with this transaction assuming the Certificate/Contract applied for will be issued on the life of the Annuitant(s)/Owner(s)? ☐ Yes ☐ No
3. Did you verify the identity and age by reviewing the driver's license/passport of each Owner/Annuitant, inquire about the source of the customer's assets and income, and confirm that the Proposed Insured and Owner is not (nor family member of or associates with) a foreign military, government or political official? ☐ Yes ☐ No
4. Is the Proposed Insured currently an Active Duty* Member of the Armed Forces? ☐ Yes ☐ No

(If "Yes", you must also submit a complete and signed LIFE INSURANCE/ANNUITY DISCLOSURE TO ACTIVE DUTY MEMBERS OF THE ARMED FORCES.)

* "Active Duty" means full-time in the active military service of the United States and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training. The term does not include members of the reserve component who are performing active duty or active duty for training under military calls or orders specifying periods of less than 31 calendar days.

X _____
Primary Registered Representative Signature _____ Social Security Number _____ Rep. Code _____
_____ % () -
Print Name _____ Phone Number _____

Client Account Number at Broker-Dealer _____ Email Address _____ Broker Dealer Name _____

X _____
Secondary Registered Representative Signature _____ Social Security Number _____ Rep. Code _____
_____ % () -
Print Name _____ Phone Number _____

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO THE TERMINATION OF AN OPTIONAL GUARANTEED INCOME BENEFIT AND/OR THE TERMINATION OR CHANGE OF AN OPTIONAL GUARANTEED MINIMUM DEATH BENEFIT RIDER(S)

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary. In this Endorsement, “we”, “our” and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

As described in your Guaranteed Income Benefit (“GIB”) and/or Guaranteed Minimum Death Benefit (“GMDB”) Rider(s), you may elect to terminate or change such Rider(s) after issue of this Contract. The following tables illustrate the options available to you upon such termination or change, as applicable. The terms and conditions for termination or change vary based on whether or not you have allocated amounts to the Protection with Investment Performance Account Investment Options prior to terminating your Rider(s). For purposes of this Endorsement we refer to (i) the termination of a Rider before amounts are allocated to the Protection with Investment Performance Account Investment Options as a “Pre-Funding Termination” and (ii) the termination or change of a Rider after amounts are allocated to the Protection with Investment Performance Account Investment Options as a “Post-Funding Termination.”

Pre-Funding Termination of the GIB/GMDB

Prior to allocating amounts to the Protection with Investment Performance Account Investment Options, you may terminate your GIB or GMDB, or change your GMDB. Your GMDB cannot be terminated or changed without first terminating your GIB. A pre-funding termination of *all* elected optional riders will default your Contract to the Return of Principal GMDB. The table on page 2 of this Endorsement shows the effect of a pre-funding termination or change on your Contract.

Post-Funding Termination of the GIB/GMDB

If you allocate amounts to the Protection with Investment Performance Account Investment Options at issue and you have completed at least [four Contract Years], you may terminate your GIB and GMDB or terminate your GIB and retain your GMDB. If you allocated amounts to your Protection with Investment Performance Account Investment Options after issue, you may not terminate or change Riders until the later of your Contract Date Anniversary following such allocation or [four years] from your Contract Date. The table on page 3 shows the effect of a post-funding termination or change on your Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]

[



Christopher M. Condon
Chairman and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

Key: For purposes of the tables below, the following abbreviations apply:

1. “**GIB**” = Guaranteed Income Benefit
2. “**GMDB**” = Guaranteed Minimum Death Benefit
3. “**ROP**” = Return of Principal
4. “**HAV**” = Highest Anniversary Value

Effect of Pre-Funding Termination of the GIB/GMDB

	If your Contract has:	And you terminate on a Pre-Funding Basis	Then	And Subsequently
1.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	GIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract or ▪ ROP GMDB can be changed for the HAV GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If ROP GMDB was changed for the HAV GMDB, the HAV GMDB can be terminated either pre- or post-funding at a later date.
2a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	GIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract or ▪ The HAV GMDB can be changed for the ROP GMDB. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB pre or post-funding at a later date. ▪ If the HAV GMDB was changed for the ROP GMDB, the ROP GMDB can only be terminated post-funding.
2b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.
3a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	GIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract <i>unless...</i> ▪ ... You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
3b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract <i>unless</i> ▪ You elect the HAV GMDB 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB post-funding at a later date. ▪ If the HAV GMDB is elected, it can be terminated either pre or post-funding at a later date.
4.	<ul style="list-style-type: none"> ▪ ROP GMDB 	N/A	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding. 	N/A
5.	<ul style="list-style-type: none"> ▪ HAV GMDB 	HAV GMDB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. 	<ul style="list-style-type: none"> ▪ The ROP GMDB can only be terminated post-funding.

A pre-funding termination of the GIB without also terminating the GMDB will provide you with a “standalone” GMDB. If the GMDB is changed after terminating the GIB, a replacement GMDB rider will be mailed to you.

Post-Funding Termination of the GIB/GMDB

	If Contract has	And you terminate on a Post-Funding Basis	Then	And Subsequently
1a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	GIB	<ul style="list-style-type: none"> ▪ ROP GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date by making a withdrawal/one time transfer.
1b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ ROP GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account <u>Value</u> to the <u>Investment Performance Account</u> <u>Value</u> or withdraw the Protection Account <u>Value</u> <u>Protection with Investment Performance Account Value</u>. 	N/A
2a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	GIB	<ul style="list-style-type: none"> ▪ HAV GMDB remains effective on your Contract. 	<ul style="list-style-type: none"> ▪ You may terminate the HAV GMDB at a later date by making a withdrawal/one time transfer.
2b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ HAV GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account <u>Protection with Investment Performance Account Value</u> to the Performance Account <u>Investment Performance Account Value</u> or withdraw the Protection Account <u>Value</u> <u>Protection with Investment Performance Account Value</u>. 	N/A
3a.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	GIB	<ul style="list-style-type: none"> ▪ The ROP GMDB becomes effective on your Contract. ▪ The value of the GMDB will be all contributions/transfers to the Protection Account <u>Protection with Investment Performance Account Value</u> adjusted for withdrawals. 	<ul style="list-style-type: none"> ▪ You may terminate the ROP GMDB at a later date.
3b.	<ul style="list-style-type: none"> ▪ GIB <i>and</i> ▪ “Greater of” GMDB 	Both benefits	<ul style="list-style-type: none"> ▪ You may make a one time transfer from the Protection Account <u>Protection with Investment Performance Account Value</u> to the Performance Account <u>Investment Performance Account Value</u> or withdraw the Protection Account <u>Value</u> <u>Protection with Investment Performance Account Value</u>. 	N/A

4.	▪ ROP GMDB	ROP GMDB	<ul style="list-style-type: none"> You may make a one time transfer from the Protection Account<u>Protection with Investment Performance Account Value</u> to the Performance Account<u>Investment Performance Account Value</u> or withdraw the Protection Account Value<u>Protection with Investment Performance Account Value</u>. 	N/A
5.	▪ HAV GMDB	HAV GMDB	<ul style="list-style-type: none"> You may make a one time transfer from the Protection Account<u>Protection with Investment Performance Account Value</u> to the Performance Account<u>Investment Performance Account Value</u> or withdraw the Protection Account Value<u>Protection with Investment Performance Account Value</u>. 	N/A

AXA EQUITABLE LIFE INSURANCE COMPANY

GUARANTEED INCOME BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Income Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Income Benefit (GIB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GIB is derived from a benefit base as described in Section II of this Rider. You must allocate amounts to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options to create a GIB Benefit Base and in order to receive benefits under this Rider. **The GIB Benefit Base is used solely to calculate the GIB described in this Rider, and its charge, and does not provide a Cash Value or any minimum account value or any death benefit and cannot be withdrawn.** Withdrawals from your ~~Protection Account Value~~ Protection with Investment Performance Account Value will cause an adjustment to your GIB Benefit Base as described in Section II. D. of this Rider.*

Your lifetime "GIB Annual Payment Amount," as described in Section II. E. under this Rider begins at the earliest of 1) the Contract Date Anniversary following the date your ~~Protection Account Value~~ Protection with Investment Performance Account Value falls to zero, except as a result of an Excess Withdrawal, or 2) the Contract Date Anniversary following your [95th] birthday, or 3) the Contract Maturity Date. Prior to the commencement of lifetime annual GIB Payments, after your [first] Contract Date Anniversary, withdrawals each Contract Year from the ~~Protection Account Value~~ Protection with Investment Performance Account Value that do not exceed your "GIB Annual Withdrawal Amount" as described in Section II. E., will not reduce your beginning of Contract Year GIB Benefit Base. ~~Protection Account Value~~ Protection with Investment Performance Account Value, GIB Annual Withdrawal Amount, Benefit Base, and the Effect of Withdrawals on your GIB Benefit Base are described in Section II of this Rider.

The purpose of the GIB provided under this Rider is to provide security through a stream of periodic payments to you. Your GIB Rider will terminate upon assignment or a change in ownership of the Contract unless the new assignee or Owner meets the qualifications specified in the Termination Provision of this Rider (Section IV).

[The terms and conditions of a spouse's right to continue this Contract upon the death of the Owner of this Contract ("Spousal Continuation") are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

II. Operation of the Guaranteed Income Benefit

A. Annuity Account Value

“Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your ~~“Protection Account Value~~Protection with Investment Performance Account Value” and (ii) your ~~“Performance Account Value~~Investment Performance Account Value.”

~~“Protection Account Value~~Protection with Investment Performance Account Value” means the sum of the amounts held for you in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. While Contributions and transfers to your ~~Protection Account Value~~Protection with Investment Performance Account Value create or increase your GIB Benefit Base as described in this Rider, your ~~Protection Account Value~~Protection with Investment Performance Account Value itself is not a guaranteed value. Your ~~Protection Account Value~~Protection with Investment Performance Account Value is subject to Investment Fund performance as described in Sections 1.13 and 2.03 of your Contract.

~~“Performance Account Value~~Investment Performance Account Value” means the sum of amounts held for you in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfers to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options.

The initial ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and ~~Performance Account Investment Options~~Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to Investment Options apply to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and ~~Performance Account Investment Options~~Investment Performance Account Investment Options. [Additional terms and conditions applicable to your ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GIB Annual Withdrawal Amount

The “GIB Annual Withdrawal Amount” for each Contract Year is equal to (i) the GIB Benefit Base at the beginning of the Contract Year [minus any Contributions or transfers to the Protection Account Investment Options during the [four] prior Contract Years,] multiplied by (ii) the Annual Rollup Rate in effect for the first day of the Contract Year. There is no GIB Annual Withdrawal Amount before the [first] Contract Date Anniversary, or if later, in the

Contract Year that the Protection with Investment Performance Account Value is first created. “GIB Benefit Base” and “Annual Rollup Rate” are defined below.

C. Automatic Payment Plan

“Automatic Payment Plan” means a plan for periodic withdrawals up to the GIB Annual Withdrawal Amount each Contract Year beginning at any time after the [~~fifth~~first] Contract Date Anniversary.

D. GIB Benefit Base

Your GIB Benefit Base is used to determine your GIB Annual Withdrawal Amount and any GIB Annual Payment Amount that may become payable if your ~~Protection Account Value~~Protection with Investment Performance Account Value falls to zero as described below. Your GIB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GIB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) to a Protection with Investment Performance Account Investment Option or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”), from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, they may be transferred only among ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Additional transfer rules are described in the Data Pages.

Your initial GIB Benefit Base is equal to your initial Contribution or transfer, whichever comes first, to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Thereafter, your GIB Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, and your Benefit Base is adjusted for withdrawals as described below. The way we calculate your GIB Benefit Base is more fully described below.

Your ~~Performance Account Value~~Investment Performance Account Value is not used for purposes of determining your GIB Benefit Base, including any Automatic Reset thereof, or your GIB Annual Withdrawal Amount defined below. If we discontinue transfers and Contributions to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GIB Benefit Base.

Annual Rollup Rate

Annual Rollup Rate” is used to calculate your GIB Annual Withdrawal Amount and means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [95th] birthday. The Annual

Rollup Rate is used to calculate (i) your GIB Annual Withdrawal Amount and (ii) unless the Deferral Bonus Rate described below applies, your GIB Annual Rollup Amount.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries FormulaRate specified in the Data Pages is used to calculate amounts credited to your GIB Benefit Base and applies to your GIB Benefit Base until a withdrawal is made from your ~~Protection Account Value~~Protection with Investment Performance Account Value. While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year. Once a withdrawal is made from your ~~Protection Account Value~~Protection with Investment Performance Account Value, the the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the GIB Benefit Base on a Contract Date Anniversary is equal to the GIB Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount

Your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year, minus
- (iii) any adjustments during the Contract Year for Excess Withdrawals (defined below) from the ~~Protection Account Value~~Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your ~~Protection Account Value~~Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value] during the Contract Year, plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount.

Annual Adjustment of the GIB Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection with Investment Performance Account Value, instead of the adjustment described above, your GIB Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GIB Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made from the Protection with Investment Performance Account Value under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GIB Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GIB Benefit Base will be done according to the provision above entitled “Annual Adjustment of the GIB Benefit Base with the Annual Rollup Amount.”

Adjustment of the Benefit Base for Withdrawals; Excess Withdrawals

Except as provided in the next two paragraphs, a withdrawal from the ~~Protection Account Value~~Protection with Investment Performance Account Value reduces the GIB Benefit Base on a pro rata basis. A pro-rata reduction is determined as follows: 1) Divide the amount of your withdrawal that exceeds your GIB Annual Withdrawal Amount by your Annuity Account Value in the Protection with Investment Performance Account ~~Annuity Account~~ Value immediately preceding the withdrawal; 2) Multiply the fraction calculated in (1) by the amount of your Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

Beginning [in the second Contract Year], withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value during a Contract Year do not reduce the GIB Benefit Base to the extent that the total of such withdrawals does not exceed the GIB Annual Withdrawal Amount for that Contract Year. Instead, such withdrawals reduce the Annual Rollup Amount to be added to the GIB Benefit Base on the Contract Date Anniversary on a dollar for dollar basis, as described above.

In any Contract Year, a required minimum distribution withdrawal that is taken through our Automatic RMD Withdrawal Service (“RMD Withdrawal”) from the ~~Protection Account Value~~Protection with Investment Performance Account Value in excess of the GIB Annual Withdrawal Amount that is needed to meet a Required Minimum Distribution as described in “*Lifetime Required Minimum Distributions*” in Section III of this Rider reduces the GIB Benefit Base dollar for dollar.

“Excess Withdrawal” means the amount of any withdrawal or portion of any withdrawal taken from the ~~Protection Account Value~~Protection with Investment Performance Account Value in a Contract Year that together with all other withdrawals exceeds the GIB Annual Withdrawal Amount for that Contract Year. All withdrawals [made prior to the second Contract Year] are “Excess Withdrawals.” [An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Section III.] *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).* “Future benefits” means Annual Withdrawal Amount withdrawals and Lifetime GIB Payments. You may contact your financial professional or the Processing Office to determine if, as of that date, a contemplated withdrawal amount would cause an Excess Withdrawal.

Automatic Reset of the GIB Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your GIB Benefit Base will reset automatically to equal the ~~Protection Account Value~~Protection with Investment Performance Account Value on that Contract Date Anniversary, if the ~~Protection Account Value~~Protection with Investment Performance Account Value is greater than the GIB Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset GIB Benefit Base. Resets do not occur after the Contract Date Anniversary following your [95th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section V of this Rider. We will apply the higher charge only if your Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section V. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this rider will increase to the charge we have in effect at that time. Your request to opt out or opt in must be in writing in a form we accept and received by us within the above time limits. [Any request to opt out or opt in will be applicable to this Rider and your “Greater of” Death Benefit Rider.]

E. Effect of your ~~Protection Account Value~~Protection with Investment Performance Account Value Falling to Zero (Lifetime GIB Payments and the Benefit Transaction Date)

The “Benefit Transaction Date” is the transaction date on which either of the following happens while you are living and this Rider is in effect: (i) you make a withdrawal for an amount that is equal to or exceeds the ~~Protection Account Value~~Protection with Investment Performance Account Value, but is not an Excess Withdrawal, or (ii) the ~~Protection Account Value~~Protection with Investment Performance Account Value falls to zero due to a) the deduction of a Contract charge, or b) performance of the underlying Investment Fund(s). Except as provided under the Maximum Payment Plan, below, on the Benefit Transaction Date, we will pay you any remaining GIB Annual Withdrawal Amount for that Contract Year. Payment of the Lifetime GIB Amount will commence in the next Contract Year.

The “Lifetime GIB Payment Amount” is based upon your GIB Benefit Base on the Benefit Transaction Date. We determine the GIB Benefit Base on the Benefit Transaction Date as though the Benefit Transaction Date is the Contract Date Anniversary. The Lifetime GIB Payment Amount is equal to the Benefit Base multiplied by the applicable GIB Payment Factor shown in the Table below. Payments will be made on a single life basis unless you elect payments on a joint life basis, with your spouse as the joint life payee. Joint life payments are based on the younger spouse’s age. You must notify us of this election within [30 days] following the Benefit Transaction Date.

GIB Payment Table

Age on Benefit Transaction Date	GIB Payment Factor Applied to GIB Benefit Base	
	Single Life	Joint Life
Up to Age [85	[4%	3.25%
Ages 86 – 94	5%	4.00
Age 95]	6%	4.50]

While you have ~~Performance Account Value~~Investment Performance Account Value remaining, you will receive GIB payments under this Rider.

If on the Benefit Transaction Date or thereafter, you have no ~~Performance Account Value~~Investment Performance Account Value, your Contract will be cancelled and a supplementary life annuity contract providing annual lifetime payments equal to your GIB Payment Amount will be issued to you. If you have Investment Performance Account Value remaining under your Contract on your Maturity Date, and you have been receiving GIB Payments under this Rider, your Contract will be cancelled and a supplementary contract will be issued to you.

If, on the Benefit Transaction Date, you were taking payments through an Automatic Payment Plan, the frequency of payments after the Benefit Transaction Date is as described in Section III of this Rider.

Beginning in the Contract Year following the Benefit Transaction Date you will begin to receive the Lifetime GIB Payment Amount.

When a supplementary life annuity contract is issued pursuant to this Rider on a Single Life basis you will be the Owner and Annuitant when a supplementary life annuity contract is issued on a Single Life basis. If you elected a Joint Life Contract, we will issue the supplementary contract with you as the Owner and Annuitant and your spouse as the Joint Annuitant.

III. Withdrawals under Automatic Payment Plans

Withdrawals under an Automatic Payment Plan may [not] start [sooner than ~~five~~one years] after your Contract Date.

You may elect to receive automatic payments based on any of the following frequencies: [monthly, quarterly or annually]. The frequency you elect determines the amount of the GIB Annual Withdrawal Amount you receive on each scheduled payment date. Amounts are withdrawn from the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options on a pro-rata basis.

You may elect one of the following Automatic Payment Plans to receive your GIB Annual Withdrawal Amount. If you take a lump sum withdrawal once you have elected an Automatic Payment Plan, the Plan will terminate for that and subsequent Contract Years. You may re-elect an Automatic Payment Plan in the following Contract Year.

Maximum Payment Plan: The Maximum Payment Plan withdraws the full GIB Annual Withdrawal Amount each Contract Year. Payments are based on the frequency you elect under this plan. Each scheduled payment is equal to the remaining GIB Annual Withdrawal Amount divided by the number of scheduled payments remaining per Contract Year. Any payments that are to be made in the same Contract Year that the ~~Protection Account Value~~Protection with Investment Performance Account Value falls to zero as described in this Rider, will continue on the same frequency. After the Contract Date Anniversary following the Benefit Transaction Date, the GIB Annual Payment Amount described in Section II will continue in the same frequency.

Customized Payment Plan: The Customized Payment Plan options withdraw from your ~~Protection Account Value~~Protection with Investment Performance Account Value a percentage or a fixed dollar amount of your beginning of Contract Year GIB Benefit Base, not to exceed your Annual Withdrawal Amount. Payments are based on the amount and frequency of the payment you elect under this plan. If a withdrawal is taken from your ~~Protection Account Value~~Protection with Investment Performance Account Value in the same Contract Year prior to enrollment in the Customized Payment Plan, this withdrawal will not be factored into determining your GIB Annual Withdrawal Amount for purposes of the Customized Payment Plan and may cause an Excess Withdrawal. If payments are to be made after your ~~Protection Account Value~~Protection with Investment Performance Account Value falls to zero, while you are taking payments under the Customized Payment Plan, then the remaining balance of the GIB Annual Withdrawal Amount for the Contract Year in which your ~~Protection Account Value~~Protection with Investment Performance Account Value fell to zero will be paid in a lump sum on the Benefit Transaction Date. Payments equal to your GIB Annual Payment Amount will commence in the same frequency as in effect on the Benefit Transaction Date beginning on the next Contract Date Anniversary.

Lifetime Required Minimum Distributions

[When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] When you elect our Automatic RMD Withdrawal Service, amounts from both your ~~Protection Account Value~~Protection with Investment Performance Account Value and Investment Performance Account Value are used to determine your lifetime RMD amount each year.

If you elect either of our Automatic Payment Plans (the Maximum Payment Plan or the Customized Payment Plan) and our Automatic RMD Withdrawal Service, and if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder of the RMD amount from the ~~Performance Account Value~~Investment Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and the ~~Performance Account Value~~Investment Performance Account Value is still insufficient to satisfy the RMD amount, we will make a payment in addition to the GIB Annual Withdrawal Amount from the Account for Special Money Market Dollar Cost Averaging, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the ~~Performance Account Value~~Investment Performance Account Value and the Account for Special Money Market Dollar Cost Averaging is still insufficient to satisfy the RMD amount, we will make an additional payment from the ~~Protection Account Value~~Protection with Investment Performance Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. The combined Automatic Payment Plan payments and additional RMD Withdrawal needed to meet your lifetime RMD payment will not be treated as Excess Withdrawals. However, any lump sum withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value (other than or in addition to this additional RMD Withdrawal from the ~~Protection Account Value~~Protection with Investment Performance Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

If you elect our Automatic RMD Withdrawal Service and do not elect one of our Automatic Payment Plans, that is, you elect to take your GIB Annual Withdrawal Amount in lump sum withdrawals, if the GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, we will withdraw the remainder from the ~~Performance Account Value~~Investment Performance Account Value, if any. If the sum of the GIB Annual Withdrawal Amount and ~~Performance Account Value~~Investment Performance Account Value is insufficient to satisfy the RMD amount, we will make an additional amount from your Account for Special Money Market Dollar Cost Averaging, if applicable, if necessary to meet the lifetime RMD amount for the calendar year for this Contract. If the sum of the GIB Annual Withdrawal Amount, the ~~Performance Account Value~~Investment Performance Account Value, and the Account for Special Money Market Dollar Cost Averaging, if applicable, is insufficient to satisfy the RMD amount then we will make an additional withdrawal from your ~~Protection Account Value~~Protection with Investment Performance Account Value if necessary to meet the lifetime RMD amount for the calendar year for this Contract. [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] any lump sum withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value which exceed your Annual Withdrawal Amount (other than in addition to this additional payment from the ~~Protection Account Value~~Protection with Investment Performance Account Value necessary to satisfy the RMD amount) taken in the same Contract Year will be treated as an Excess Withdrawal.

[If you do not elect our Automatic RMD Withdrawal Service and] if your GIB Annual Withdrawal Amount is insufficient to satisfy the RMD amount, any additional withdrawal taken in the same Contract Year from your ~~Protection Account Value~~Protection with Investment Performance Account Value will be treated as an Excess Withdrawal.

IV. GIB at the Maturity Date

[For NQ Contracts only] [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

At the Maturity Date, for amounts under your Contract allocated to your ~~Performance Account Value~~Investment Performance Account Value you may elect (i) to apply such amounts to an Annuity Benefit in any form we are then offering as described in Part VII of the Contract; or (ii) to receive a lump sum distribution of the ~~Performance Account Value~~Investment Performance Account Value. If you do not make an election for your Investment Performance Account Value at the Maturity Date, we will apply such amounts as described in Part VII of the Contract.

Unless a Benefit Transaction Date has occurred, at the Maturity Date, for amounts under your Contract allocated to your ~~Protection Account Value~~Protection with Investment Performance Account Value, you may elect to receive GIB Payments resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider. If you elect payments on a joint life basis, the joint life must be your spouse and the joint life factor will be based on the age of the younger joint life at the Maturity Date, reduced as shown in the GIB Payment Table. You may instead elect to receive your ~~Protection Account Value~~Protection with Investment Performance Account Value in a lump sum distribution or in the form of an Annuity Benefit under Part VII of the Contract. If you so elect, then your Contract, including this GIB Rider, will terminate.

If you do not make an election for your ~~Protection Account Value~~Protection with Investment Performance Account Value at the Maturity Date, we will apply the ~~Protection Account Value~~Protection with Investment Performance Account Value to either (i) or (ii) described below, whichever provides a greater payment:

- (i) the Normal Form of Annuity Benefit as described in Part VII of the Contract, or
- (ii) a supplementary contract under which we make annual payments in the amount resulting from the application of the [6%] GIB Payment Factor shown in the GIB Payment Table to the GIB Benefit Base, as described in Section II. E of this Rider, on a single life basis.

V. The Cost of this Rider

The current charge for this benefit is [0.95%] of the GIB Benefit Base on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.25%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your ~~Protection Account Value~~Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charge for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the Annuity Account Value in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options on a pro rata basis.

On the Benefit Transaction Date described in Section II. E. the charge for this benefit terminates.

VI. Termination Of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination of an Optional Guaranteed Death Benefit Rider(s)."

Automatic Termination of this Rider:

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and 1) the surviving spouse is age [76] or older as of the date of the Owner's death and 2) the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options have no value.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire ~~Protection Account Value~~Protection with Investment Performance Account Value, or 2) transfer your entire ~~Protection Account Value~~Protection with Investment Performance Account Value to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the first paragraph of this section, this Rider will not terminate if either of the following occurs:

1. a Contract is owned by a Non-natural Owner, and the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract is owned by an individual, and the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. Family member means members of the immediate family and other relatives. Immediate family means spouse, domestic partner, civil union partner, parent, child, adopted child, stepchild, brother and sister. Other relatives means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

Effect of Termination of this Rider on your Death Benefit

The effect of termination of this Rider on your Death Benefit is described in the “Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

Upon the termination of this Rider, the charge for the Benefit, as shown in Section VI of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

[For Contracts with Joint Owners, lifetime income is guaranteed for the life of the older Joint Owner. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [95th] birthday will accumulate to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner. Reference to Owner in this Rider would apply to the older Joint Owner for purposes of determining GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner’s [95th] birthday will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Owner.]

Reports and Notices

At least once each year until the Maturity Date, we will send you a report showing: the GIB Benefit Base and the related GIB Annual Withdrawal Amount described in Section II. B. of this Rider.

A report as described above or any written notice as described in any other Section will be satisfied by our mailing any such report or notice to your last known address as shown in our records.

Notices sent to us will not be effective until received at the Processing Office. Your Contract Number should be included in all correspondence.

AXA EQUITABLE LIFE INSURANCE COMPANY

[Home Office Address: 1290 Avenue of the Americas, New York, New York 10104]



Christopher M. Condon
Chairman and Chief Executive Officer



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO ~~PROTECTION ACCOUNT INVESTMENT OPTIONS~~ PROTECTION WITH INVESTMENT PERFORMANCE ACCOUNT INVESTMENT OPTIONS

This Endorsement is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary.

This Endorsement amends Part II (“Investment Options”), Part III (“Contributions and Allocations”) and Part IV (“Transfers Among Investment Options”) of your Contract.

In this Endorsement “we”, “our” and “us” mean AXA Equitable Life Insurance Company, and “you” and “your” mean the Owner.

This endorsement governs allocations of Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and transfers among these Investment Options.

I. Allocation Option Choices

Your instructions for allocation of Contributions and for transfers to, and transfers among the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options must comply with the terms and conditions of this Endorsement.

You may allocate your ~~Protection Account Value~~Protection with Investment Performance Account Value among the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options under your Contract, including the applicable Special Dollar Cost Averaging Program, subject to the Investment Option maximums and minimums for each Investment Option Category as set forth in the Investment Option Allocation Table below (“Category Allocation Limits”). The Allocation Table also shows the limits on allocations to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options within each Category (“Investment Option Allocation Limits”). We refer to the Category Allocation Limits and the Investment Option Allocation Limits collectively as the “Allocation Limits.” The Investment Option Allocation Table below shows Allocation Limits as of your Contract Date. The current assignment of ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options to Investment Categories is specified in the Data Pages. We may change the Allocation Limits. You will be notified of any such change to the Allocation Limits. Any change in the Category Allocation Limits and any change in the Investment Option Allocation Limits will not affect your Contract unless you subsequently make an Investment Option transfer or Contribution affecting the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Your Contract will be

subject to the changed Allocation Limits after such transfer or Contribution. If such a change occurs, we may also require that you revise your allocation instructions to comply with the change before we accept a transfer request or Contribution. [Any restrictions on amounts allocated to the Guaranteed Interest Option are shown in the Data Pages.]

	[Category 1]	Category 2	Category 3]
Name	[AXA Strategic Allocation]	[Fixed Income]	[Equity]
Category Allocation Limits	[None]	[40% Applies only if there is any investment in Category 3]	[None]
Investment Option Allocation Limits	[None <i>If any part of AAV is in Category 3 then the [40%] Category 2 minimum requirement will apply.]</i>	[None]	[60%]
Max % (Investment Option)	[None]	[None]	[None]

Investment Option Max Exceptions		
Category	Investment Option Name	Max Allocation
3	[ATM 500]	[60%]
3	[ATM Growth Strategy]	[60%]
3	[ATM 400] [ATM 2000]	[Allocations to each of these Investment Options may not exceed 10%]

II. Contributions and Allocations

Contributions are allocated to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options based on the instructions we have on file for your Contract. Your allocation instructions must comply with the Allocation Limits in effect on the date we received your instructions or any request to change your instructions. If we change the Allocation Limits, we may require that any Contribution after such change be allocated in accordance with the current Allocation Limits. You may change your allocation instructions for Contributions by submitting a request to the Processing Office in a form we accept.

III. Transfers

You may transfer among ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options within an Investment Option Category even though your ~~Protection Account Value~~Protection with Investment

Performance Account Value in the Category on the Transaction Date of the transfer exceeds the applicable Category Allocation Limit; however, the transfer must comply with the applicable Investment Option Allocation Limit for each Investment Option to which ~~Protection Account Value~~Protection with Investment Performance Account Value is transferred. You may transfer between ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options in different Categories provided that (i) the transfer complies with the applicable Category Allocation Limit for each Investment Option Category to which Annuity Account Value is transferred, and (ii) the Annuity Account Value in the [Fixed Income] Category is not reduced below the minimum [Fixed Income] Category Allocation Limit as a result of the transfer. A transfer request does not automatically change your allocation for future Contributions and rebalancing. If you wish to change your allocation instructions on file, you must request a change that complies with the Investment Option Allocation Limitations described above, in the form we require.

IV. Rebalancing

The allocation of your Annuity Account Value among ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options is rebalanced as of the last Business Day of each quarter of your Contract Year. For purposes of Rebalancing, the account for Special Money Market Dollar Cost Averaging is not considered an Investment Option. Rebalancing means that the Annuity Account Value in each Investment Option is reallocated in accordance with your allocation instructions on file with us. Quarterly rebalancing will first occur on the date that is three months from your Contract Date. If your Contract Date occurs on the 29th, 30th, or 31st of a month, rebalancing will be done on the first day of the following month. If your rebalancing date occurs on a day that is not a Business Day, the rebalancing will occur on the next Business Day. The last rebalance in each Contract Year will occur on the Contract Date Anniversary. If the Contract Date Anniversary occurs on a day that is not a Business Day, the rebalance will occur on the Business Day immediately preceding the Contract Date Anniversary.

V. Special Dollar Cost Averaging

The terms and conditions applicable to Special Money Market Dollar Cost Averaging are described in the applicable Special Money Market Dollar Cost Averaging Endorsement.

VI. Termination of this Endorsement

We may terminate this Endorsement and the limitations provided under it at any time. If we terminate this Endorsement we will provide advance written notice to you.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Christopher M. Condon
Chairman, President and Chief Executive Officer]



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

ENDORSEMENT APPLICABLE TO SPECIAL MONEY MARKET DOLLAR COST AVERAGING

This Endorsement is part of your Contract, and its provisions apply in lieu of any Contract provisions to the contrary.

In this Endorsement, “we”, “our”, and “us” mean AXA Equitable Life Insurance Company and “you” and “your” mean the Owner.

SPECIAL MONEY MARKET DOLLAR COST AVERAGING PROGRAM

You may elect to participate in a Special Money Market Dollar Cost Averaging (“DCA”) Program at any time.

Under a Special Money Market DCA Program you allocate all of your Contribution to an account which is part of the EQ Money Market Variable Investment Option for the program. You may designate either or both the Investment Performance Account Investment Option and the Protection with Investment Performance Account Investment Option as the designated Investment Options for the Special Money Market DCA Program.

We transfer a portion of each amount allocated to the account for Special Money Market DCA to the Investment Options according to your allocation instructions on a systematic [monthly] basis, such that all amounts are transferred out of the account by the end of the program. Your transfer percentages must comply with the Investment Option Allocation Limits shown in your Contract. Your current allocation instructions on file for your Contract become your allocation instructions for the Special Money Market DCA Program and establish the split of transfers from your Special Money Market DCA Account between the Protection with Investment Performance Account Value and Investment Performance Account Value as well as allocations to particular Investment Options. Subsequent changes to your allocation instructions may not change the allocation split between the Protection with Investment Performance Account Value and Investment Performance Account Value that has been established for your program. However, such changes may change your destination Investment Options within the Protection with Investment Performance Account Value and/or the Investment Performance Account Value. Transfers will be made on a first-in first-out (fifo) basis. Each program is for a [three, six, or twelve month] period or such other period we may make available to you in the future. The minimum initial amount that you may allocate to a Special Money Market DCA program is [\$2,000.] You may elect to make subsequent Contributions to an existing Special Money Market DCA Program [in the first Contract Year]. The minimum subsequent Contribution amount that may be made to an existing program is [\$250.] Subsequent Contributions to an existing Special Money Market DCA Program will not extend the expiration date of that program.

You may have only one Special Money Market DCA Program in effect at a time. At the expiration of a Special Money Market DCA Program, you may start a new program with a new Contribution [in the first Contract Year].

Transfer Rules

You may not transfer Annuity Account Value into a Special Money Market DCA Program. You may not transfer a Special Money Market DCA Program into another Special Money Market DCA Program [or into the

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Guaranteed Interest Option.] [Amounts transferred into the Guaranteed Interest Option may not exceed any limits described in the Data Pages.] Any request by you to transfer amounts out of an account for Special Money Market DCA, other than your regularly scheduled transfers to the Investment Options as part of a Special Money Market DCA Program, will terminate that Special Money Market DCA Program. Any amount remaining in the account for Special Money Market DCA after such a transfer will be transferred to the destination Investment Options according to your allocation instructions on file.

Effect of Transfers to the Protection Account Variable Investment Options

Contributions to the Account for Special Money Market DCA scheduled to be transferred into the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options over the duration of the program will increase your GMIB and GMDB Benefit Base as of the effective date you contribute to a Special Money Market DCA Program.

Effect of Withdrawals

Except for withdrawals made under our Automatic RMD Withdrawal Service, any withdrawal from an account for Special Money Market DCA will terminate that Special Money Market DCA Program. Any amounts remaining in the account for Special Money Market DCA after the program terminates because of such a withdrawal will be transferred to the destination Investment Options according to your allocation instructions on file. Any withdrawal which results in a reduction in the Special Money Market DCA amount previously included in your GMIB and GMDB Benefit Bases will reduce the benefit base as described in any applicable optional rider attached to your Contract.

Effect of Termination of an Optional Guaranteed Income Benefit Rider and/or Guaranteed Death Benefit Rider

If you terminate all optional benefit riders, after you have allocated contributions to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, any amount remaining in the account for Special Money Market DCA designated for the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options will be defaulted to corresponding Investment Options under the Performance Account. Alternatively, you may terminate the Special Money Market DCA program and all amounts destined for the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options will be transferred to corresponding ~~Performance Account Investment Options~~Investment Performance Account Investment Options on an accelerated basis.

Effect of Voluntary Termination of the Special Money Market DCA Program

If you terminate the Special Money Market DCA program any amounts in the Account for Special Money Market DCA will be transferred to the destination Investment Options on an accelerated basis as of the Transaction Date that the program is cancelled.

AXA EQUITABLE LIFE INSURANCE COMPANY

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Christopher M. Condon
Chairman, President and Chief Executive Officer]

[



Karen Field Hazin, Vice President,
Secretary and Associate General Counsel]

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DATA

PART A -- This part lists your personal data.

Owner: [JOHN DOE] Age: [60] Sex: [Male]
[Available only under NQ Contracts]
[Joint Owner:] [JANE DOE] Age: [55] Sex: [Female]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]
[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

[Applicable to Inherited IRA/Roth IRA Contracts]
Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. [Roth] IRA]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

[If the Owner is the sole spousal beneficiary under the deceased owner's [Roth] IRA then the following designation will appear after the Owner's name:]
["Special Surviving Spouse"]

Deceased Owner of Original [Roth] IRA: [John Doe, Sr.]
Date of Death of Original [Roth] IRA Owner: [xx/xx/xx]

[Applicable to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts/Certificates]

Owner: [JOHN DOE JR. as beneficiary of JOHN DOE SR's. Applicable Plan]
If the Owner is a trust, then the Annuitant must be the oldest beneficiary of the trust.

Deceased Participant of Original Applicable Plan: [John Doe, Sr.]
Date of Death of Deceased Participant of Original Applicable Plan: [xx/xx/xx]

Beneficiary: [JANE DOE]

Contract Number: [00000]

Endorsements Attached:

[Market Segment Endorsements]

[Endorsement Applicable to Non-Qualified Contracts
Endorsement Applicable to Traditional IRA Contracts
Endorsement Applicable to Roth IRA Contracts
Endorsement Applicable to Custodial [Roth] IRA Contracts
Inherited Traditional IRA Beneficiary Continuation Option ("BCO") Endorsement
Inherited Roth IRA Beneficiary Continuation Option ("BCO") Endorsement
Charitable Remainder Trust Endorsement]

[Investment Options Endorsements]

[Endorsement Applicable to Special Money Market Dollar Cost Averaging
Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options]

[Optional Riders Attached:

Guaranteed Income Benefit Rider

Guaranteed Minimum Death Benefit Rider – Greater of Death Benefit

Guaranteed Minimum Death Benefit Rider –Highest Anniversary Value

Guaranteed Minimum Death Benefit Rider – Return of Principal]

Issue Date: [January 1, 2011]

Contract Date: [January 1, 2011]

[Maturity Date : [January 1, 2046]

The Maturity Date may not be later than the Contract Date Anniversary which follows the Annuitant's [95th] birthday. (see Section 7.02 of the Contract) The Maturity Date is based on the Annuitant's date of birth and will not change under the Contract/Certificate except as described in Section 7.02. If there is a successor Annuitant named under the Contract/Certificate, the Maturity Date will not change and will continue to be based on the original Annuitant's date of birth. *[For NQ Contracts with Joint Annuitants]* [For Contracts with Joint Annuitants, the age of the older Annuitant determines the Maturity Date.]]

[Applicable to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contracts]

[BCO Distribution Commencement Date: [xx/xx/xx]]

[If GIB is elected the following will appear]

[Initial [Annual] Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.]

Your Initial Deferral Bonus Rollup Rate [7.00%] [This rate is greater than the rate derived from the formula shown below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

PART B -- This part describes certain provisions of your Contract.

[Guaranteed Interest Option:

Initial Guaranteed Interest Rate	[2.75% through January 31, 2011;
Annual Guaranteed Interest Rate	1.5% through December 31, 2011]
Lifetime Minimum Guaranteed Interest Rate	[1.5%]]

Initial Contribution Received: [\$100,000.00]

Investment Options (See Sections 2.01 and 2.02 of the Contract)

Investment Options available. Your initial allocation is shown. [You may not allocate amounts to more than [90] Investment Options at any time.]

- [Account for Special Money Market Dollar Cost Averaging*]
*Your Contract Fee for this Account will never exceed the charge for the ~~Performance Account Investment Options~~Investment Performance Account Investment Options shown in Part C.

~~Performance Account Investment Options~~Investment Performance Account Investment Options

Amount
Allocated

[EQ/AllianceBernstein Small Cap Growth*	[\$50,000]
EQ/Blackrock International Value	
EQ/International Core PLUS	
EQ/International Growth	
EQ/Mid Cap Index	
EQ/Mid Cap Value PLUS**	
EQ/Oppenheimer Global	
EQ/Small Company Index	
Multimanager International Equity	
Multimanager Mid Cap Growth	
Multimanager Mid Cap Value	
Multimanager Small Cap Growth	
Multimanager Small Cap Value	
EQ/Money Market]	[\$0.00]

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

[Guaranteed Interest Option (“GIO”)] [\$50,000]

[No more than [25%] of the total Annuity Account Value of the ~~Performance Account Investment Options~~Investment Performance Account Investment Options [and the Protection with Investment Performance Account -Investment Options] may be allocated to the GIO]

Total (Amount Allocated to ~~Performance Account Investment Options~~Investment Performance Account Investment Options): [\$100,000.00]

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49]]

Protection Account Investment Options**Protection with Investment Performance Account Investment Options:** [Amounts are allocated in compliance with the Allocation Limits described in the Endorsement Applicable to **Protection Account Investment Options****Protection with Investment Performance Account Investment Options.**]

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[Category 1 AXA Strategic Allocation Investment Options]

	<u>Amount Allocated</u>
[AXA Balanced Strategy***	[\$20,000]
AXA Conservative Growth Strategy	
AXA Conservative Strategy	
AXA Moderate Growth Strategy]	

[Category 2 Fixed Income Variable Investment Options Investment Options]

	<u>Amount Allocated</u>
[EQ/Core Bond Index*	[\$80,000]
EQ/Intermediate Gov't Bond Index]	

[Category 3 Equity Variable Investment Options]

	<u>Amount Allocated</u>
[ATM 400	
ATM 500	
ATM 2000	
ATM EIFA	
AXA Growth Strategy]	

An asterisk (either *, **, or ***), identifies Variable Investment Options to which certain charges under Part C apply.

Total (Amount Allocated to Protection with Investment Performance Account Investment Options):
_____[\$100,000.00]

Total Amount Allocated to Account for Special [Money Market] Dollar Cost Averaging and Investment Performance Account -and Protection with Investment Performance Account -Investment Options :
[\$200,000.00]

Your allocation of Account Value will be rebalanced [quarterly] in accordance with an applicable Rider or Endorsement.

The Variable Investment Options shown above are Variable Investment Options of our Separate Account No. [49].

Contributions and Allocations (See Sections 3.01 and 3.02 of the Contract):

Initial Contribution minimum: [\$10,000] Subsequent Contribution minimum: [\$500] [Subsequent Contributions to the Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [86] or if later, the first Contract Date Anniversary.] ***[If GIB or an optional GMDB is elected the following will appear]*** [Subsequent Contributions to the Protection with Investment Performance Account Investment Options can be made until the older of the original Annuitant and Owner attain age [75] or if later, the [first] Contract Date Anniversary.]

[If GIB or an optional GMDB is elected the following will appear]

[Subsequent Contributions to the Protection with Investment Performance Account Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account Investment Options Value.

No additional Contributions or transfers may be made to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options on or after the Benefit Transaction Date (see Part II. E. of the GIB Rider). Transfers and Contributions to ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options may not exceed a total of [\$1,500,000]. No Contributions may be made to any supplementary contract.

We may discontinue Contributions and/or transfers to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options upon advance written notice to you. The advance notice period is shown immediately below. Any change in limitations or discontinuation of Contributions will be implemented to manage the financial risk to the Company in the event market and/or economic conditions decline. If we discontinue Contributions and transfers to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options that were specified in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Options is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Options to the [AXA Balanced Strategy] Investment Option.]

Advanced Notice Period for Discontinuance or Limitation of Contributions is [45] days.

[We may refuse to accept any Contribution if the sum of all Contributions under all ["Retirement Cornerstone"] Contracts with the same Annuitant or Owner would then total more than [\$1,500,000]. [If we accept any such Contribution under this Contract, your Investment Options may be limited to the ~~Performance Account Investment Options~~ Investment Performance Account Investment Options.] ***[For issue ages 81-85, the following sentence will replace the first sentence of this paragraph]*** [We may refuse to accept any Contribution if the sum of all Contributions under your Contract/Certificate would then total more than \$500,000.]

[If the Guaranteed Income Benefit Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the "initial allocation year") to [150%] of the total amount of the Contributions and transfers to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options during such initial allocation year.]

[For all Contracts] We may also refuse to accept any Contribution if the sum of all Contributions under all AXA Equitable annuity accumulation Contracts of which you are Owner or under which you are the Annuitant would total [\$2,500,000.]

Transfer Rules (see Section 4.02 of the Contract):

Transfer requests must be in writing and delivered by U.S. mail to our Processing Office unless we accept an alternative form of communication (such as internet, fax or automated telephone). The use of alternative forms of communication is subject to our rules then in effect for each such service. We may provide information about our rules and the use of communications services in the contract prospectus, prospectus supplements or other notifications, as mailed to your last known address in our records from time to time. Any alternative form of communication that we make available may be changed or discontinued at any time. Communications services may be restricted or denied if we determine that you used such services for market timing or other trading strategies that may disrupt operation of a Variable Investment Option or have a detrimental effect on the unit value of any Variable Investment Option.

We reserve the right to:

- a) limit transfers among or to the Variable Investment Options to no more than once every 30 days,
- b) require a minimum time period between each transfer into or out of one or more specified Variable Investment Options,
- c) establish a maximum dollar amount that may be transferred by an owner on any transaction date among Variable Investment Options,
- d) reject transfer requests from a person acting on behalf of multiple contract/certificate owners unless pursuant to a trading authorization agreement that we have accepted,
- e) restrict or prohibit transfers in connection with execution of Investment Fund instructions to restrict or prohibit purchases or redemptions of fund shares or to collect a redemption fee on transfers involving fund shares,
- f) impose conditions or limitations on transfer rights, restrict transfers or refuse any particular transfer if we are concerned that market timing, excessive trading or other trading strategies may disrupt operation of a Variable Investment Option or may have a detrimental effect on the unit value of any Variable Investment Option or determine that you have engaged in any such strategy.

The maximum amount that may be transferred from the Guaranteed Interest Option to any other Investment Option in any Contract Year is the greatest of:

- (a) [25%] of the amount you have in the Guaranteed Interest Option on the last day of the prior Contract Year; or,
- (b) the total of all amounts transferred at your request from the Guaranteed Interest Option to any of the other Investment Options in the prior Contract Year; or
- (c) [25%] of the total of all amounts transferred or allocated into the Guaranteed Interest Option during that Contract Year.

Transfers into the Guaranteed Interest Option are not permitted if the requested transfer would result in more than [25%] of the Annuity Account Value being allocated to the Guaranteed Interest Option, based on the Annuity Account Value of the previous business day. We may suspend these transfer restrictions upon notice to you. We will advise you of any such liberalization. We will also advise you at least [45 days] in advance of the day we intend to reimpose any such restrictions, unless we have previously specified that date when we notified you of the liberalization.

[The following will appear if GIB or an optional GMDB has been elected.] [Transfers of amounts from your ~~Performance Account Investment Options~~Investment Performance Account Investment Options to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are permitted until the Owner attains age [75] or if later, the first Contract Date Anniversary. Transfers of amounts from your ~~Performance Account Investment Options~~Investment Performance Account Investment Options to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the ~~Protection with Investment Performance Account Annuity~~Account Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Transfers and Contributions to the ~~Protection~~

~~Account Investment Options~~Protection with Investment Performance Account Investment Options may not exceed a total of \$[1,500,000]].

[If the Guaranteed Income Benefit Rider or an optional GMDB Rider is elected] [We reserve the right to limit aggregate Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options after the first Contract Year in which a Contribution or transfer is made to any of those Investment Options (the “initial allocation year”) to [150%] of the total amount of the Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during such initial allocation year.]

[The following will appear if GIB or an optional GMDB has been elected.] [Contributions to the Account for Special Money Market Dollar Cost Averaging scheduled to be transferred into the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options over the duration of the program will increase your [GIB Benefit Base] [or any GMDB Benefit Base] as of the effective date you contribute to a Special Money Market Dollar Cost Averaging Program.]

Transfers of amounts from the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options are not permitted, except as described in the Termination Provision of the GIB Rider (Section VI), that you have elected.

We may discontinue accepting transfer requests to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options at any time with advance written notice to you.

No additional transfers may be made to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options or the supplementary contract on or after the Benefit Transaction Date.

If we discontinue transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, any subsequent automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options in your allocation instructions. If we are not offering such Investment Performance Account Investment Option as of the discontinuance date, we may substitute an Investment Performance Account Investment Option that has a different name or investment manager provided it has a substantially similar investment policy.] [If a specific Protection with Investment Performance Account Investment Option is closed, we may allocate any subsequent Contributions and transfer amounts to such Protection with Investment Performance Account Investment Option to the [AXA Balanced Strategy] Investment Option.]

[This text will apply when the Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options is issued with this Contract.] [Any transfer rules described in the Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options issued with this Contract will apply.]

Withdrawals (see Section 5.01 of the Contract): Lump Sum Withdrawals: The Lump Sum Withdrawal minimum amount is [\$300].

Lump sum Withdrawals will be taken in accordance with your election of (a), (b), (c) or (d) as set forth below:

- a) Withdrawals will be taken on a pro-rata basis from the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options only,
- b) Withdrawals will be taken on a pro-rata basis from designated ~~Performance Account Investment Options~~Investment Performance Account Investment Options,
- c) Withdrawals will be taken in specified amounts, from both the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options (on a pro-rata basis from

such Options) and any designated ~~Performance Account Investment Options~~Investment Performance Account Investment Options, or

d) Withdrawals will be taken in accordance with the following order i) from the ~~Performance Account Investment Options~~Investment Performance Account Investment Options on a pro-rata basis, then ii) from the Special Money Market Dollar Cost Averaging Account, then iii) from the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options on a pro-rata basis.

Required Minimum Distributions and Withdrawal requests with no instructions will be taken in accordance with item d) above. We must receive your election before processing your Withdrawal request.

[The following language is applicable to Traditional IRA Contracts]

Automatic Required Minimum Distribution Withdrawals: The Automatic Required Minimum Distribution Withdrawal minimum initial amount is [\$250]. See Endorsement Applicable to [Market Segment].

Contract Termination (see Section 5.02 of the Contract):

Requests for a withdrawal must be for either (a) 90% or less of the Cash Value or (b) 100% of the Cash Value (surrender of the Contract/Certificate). A request for more than 90% of the Cash Value will be considered a request to withdraw 100% of the Cash Value.

If a withdrawal is made that would result in a Cash Value less than [\$500], we will so advise you and have the right to pay you such Value. In that case, this Contract/Certificate will be terminated.

This Contract/Certificate (including any attached Endorsements and Riders) will terminate if there is no Annuity Account Value.

[The following text will appear if the Contract Owner elects GIB]

The preceding three paragraphs do not apply while you have Protection with -Investment Performance Account ~~Annuity~~ Account Value under your GIB Rider.

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Annuity Benefit Forms - (Normal Form of Annuity Benefit) (see Section 7.04 of the Contract):

[Life Annuity 10 Year Period Certain] [For annuity commencement date ages 80 and greater the “period certain” is as follows]

<u>Annuitization Age</u>	<u>Length of Period Certain</u>
[Up to age 80	10
81	9
82	8
83	7
84	6
85	5
86	4
87	3
88	2
89	1
90 through 95	0]

[The following text will not appear for Inherited Traditional/Roth IRA BCO and Non-Spousal Applicable Plan Beneficiary Owned Contracts]

[Amount of Annuity Benefit (see Section 7.05 of the Contract):

The amount applied to provide the Annuity Benefit will be (1) the Annuity Account Value for any life annuity form or (2) the Cash Value for any annuity certain (an annuity form which does not guarantee payments for a person's lifetime) except that, if the period certain is more than five years, the amount applied will be no less than 95% of the Annuity Account Value.]

Conditions for Payment - (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex) (see Section 7.06 of the Contract):

[6%] per year

Conditions for Payment - (Minimum Amount to be Applied to an Annuity) (see Section 7.06 of the Contract):
[\$2,000, as well as minimum of \$20 for initial monthly annuity payment.]

Administrative and Other Charges Deducted from Annuity Account Value (see Section 8.01 of the Contract):

Annual Administrative Charge: During the first two Contract Years the charge is equal to the lesser of 2% of your Annuity Account Value or [\$30]. Thereafter, the maximum charge is [\$30] for each Contract Year. We will deduct a charge on each Processing Date before the deduction of any other charges if your Annuity Account Value is less than [\$50,000.] The Administrative Charge will be deducted for the portion of any Contract Year in which a Death Benefit is paid, the Annuity Account Value is applied to purchase an Annuity Benefit, or the Contract is surrendered.

[The above charge will be deducted from the Annuity Account Value in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options on a pro rata basis.]

[If ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the Annuity Account Value in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.]

Transfer Charges (see Section 8.02 of the Contract):

Currently, the number of free transfers is unlimited, subject to the terms of Sections 5.01 and 8.04. However, we reserve the right to limit the number of free transfers to [12 transfers per Contract Year].

[For each additional transfer in excess of the free transfers, we will charge the lesser of [\$25] or [2% of each transaction amount] at the time each transfer is processed. The Charge is deducted from the Investment Options from which each transfer is made on a pro-rata basis. This charge may change, subject to a maximum of \$35 for each transaction.]

PART C – This part describes certain charges in your Contract.

Contract Fee (see Section 8.04 of the Contract):

Annual Rate of [0.65%]

The Contract Fee includes the following charges:

[Operations Fee:	Annual rate of 0.35%
Administration Fee:	Annual rate of 0.20%
Distribution Fee:	Annual rate of 0.10%
Variable Investment Option Facilitation Charge:	Annual rate up to [0.45]%]

The Variable Investment Option (“VIO”) Facilitation Charge applies to certain VIOs as indicated in the VIOs listed in Part B of these Data Pages. Unless otherwise specified, for VIOs indicated with

a single* the annual rate is [0.25%] (equivalent to a daily rate of [.000686%]).

a double** the annual rate is [0.35%] (equivalent to a daily rate of [.000961%]).

a triple*** the annual rate is [0.45%] (equivalent to a daily rate of [.001236%]).

We may indicate a VIO Facilitation Charge up to the maximum specified above for Variable Investment Options made available under this Contract subsequent to its Issue Date.

AXA EQUITABLE LIFE INSURANCE COMPANY

“GREATER OF” DEATH BENEFIT RIDER

Greater of Annual Rollup to Age [85] GMDB or Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is your Contract Date.

I. This Rider's Guaranteed Minimum Death Benefit

Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value -will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section V).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the greater of the Annual Rollup to Age [85] Benefit Base or the Highest Anniversary Value to Age [85] Benefit Base. The ~~Protection Account Value~~Protection with Investment Performance Account Value, operation of the Annual Rollup to Age [85] Benefit Base and the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Bases, the cost of this Rider and how this Rider may terminate are described below.

Your Death Benefit amount under this Rider is determined by comparing the ~~Protection Account Value~~Protection with Investment Performance Account Value -~~Protection~~ -on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

"Annuity Account Value" as defined in Section 1.02 of your Contract means the sum of (i) your ~~Protection Account Value~~Protection with Investment Performance Account Value -and (ii) your ~~Performance Account Value~~Investment Performance Account Value.

"~~Protection Account Value~~Protection with Investment Performance Account Value" means the sum of the amounts held for you in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging

Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfer to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. While Contributions and transfers to your ~~Protection Account Value~~Protection with Investment Performance Account Value create your GMDB Benefit Base as described in this Rider, your ~~Protection Account Value~~Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“~~Performance Account Value~~Investment Performance Account Value” means the sum of amounts held for you in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging designated for transfer to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options.

The initial ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and ~~Performance Account Investment Options~~Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection with Investment Performance Account and ~~Performance Account Investment Options~~Investment Performance Account Investment Options. [Additional terms and conditions applicable to your ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section IV. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) to a ~~Protection Account Investment Option~~Protection with Investment Performance Account Investment Option or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from an Investment Performance Account Investment Option to a ~~Protection Account Investment Option~~Protection with Investment Performance Account Investment Option. While this Rider is in effect, once amounts are allocated or transferred to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, they may be transferred only among ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the greater of the Annual Rollup to Age [85] Benefit Base (“Rollup Benefit Base”) and the Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”). Your benefit base stops rolling up and ratcheting on the Contract Date Anniversary following your [85th] birthday. Your initial Rollup Benefit Base and Highest Anniversary Value Benefit Base are each equal to your initial Contribution or transfer, whichever comes first, to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Thereafter, each Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, and each Benefit Base is adjusted for withdrawals. The way we calculate your Rollup Benefit Base and Highest Anniversary Value Benefit Base is more fully described below.

Your ~~Performance Account Value~~Investment Performance Account Value is not used for purposes of determining your GMDB Benefit Base, including any Automatic Reset thereof. If we discontinue transfers and

Contributions to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

Annual Rollup Rate

“Annual Rollup Rate” means the effective [annual] rate resulting from the Ten Year Treasuries Rollup Formula Rate specified in the Data Pages. Your initial Annual Rollup Rate is shown in the Data Pages and is reset [each Contract Date Anniversary] as described in the Data Pages. The rollup ends on the Contract Date Anniversary following your [85th] birthday.

Deferral Bonus Rollup Rate

A Deferral Bonus Rollup Rate resulting from the Deferral Bonus Ten Year Treasuries Rollup Formula Rate specified in the Data Pages applies to your GMDB Rollup Benefit Base until a withdrawal is made from your ~~Protection Account Value~~Protection with Investment Performance Account Value. While the Deferral Bonus Rollup Rate applies, it is reset each Contract Year. Once a withdrawal is made from your ~~Protection Account Value~~Protection with Investment Performance Account Value, the Deferral Bonus Rollup Rate no longer applies in the Contract Year that the withdrawal is made and all subsequent Contract Years. A Deferral Bonus Rollup Rate has no effect on your GIB Annual Withdrawal Amount.

Annual Rollup Amount

The “Annual Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Annual Rollup Rate in effect for the first day of the Contract Year plus a prorated Annual Rollup Amount for any Contributions or transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Annual Rollup Amount is equal to the full Annual Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Annual Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year.

Deferral Bonus Rollup Amount

The “Deferral Bonus Rollup Amount” for purposes of adjusting the GMDB Rollup Benefit Base on a Contract Date Anniversary is equal to the GMDB Rollup Benefit Base on the preceding Contract Date Anniversary multiplied by the Deferral Bonus Rollup Rate in effect for the first day of the Contract Year plus a prorated Deferral Bonus Rollup Amount for any Contributions or transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year. The prorated Deferral Bonus Rollup Amount is equal to the full Deferral Bonus Rollup Amount for the Contribution or transfer (that is, the amount resulting from application of the Deferral Bonus Rollup Rate for the first day of the Contract Year to the amount of your Contribution or transfer) multiplied by a fraction, the numerator of which is the number of days remaining in the Contract Year and the denominator of which is 365, or 366 in a leap year. Once a withdrawal is made under your Contract, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years.

Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount

Your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year; plus
- (ii) Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year; minus
- (iii) any adjustments for Excess Withdrawals (defined below) from the ~~Protection Account Value~~Protection with Investment Performance Account Value during the Contract Year, [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus
- (iv) any required minimum distribution withdrawals taken through our Automatic RMD Withdrawal Service (which are not treated as Excess Withdrawals) from your ~~Protection Account Value~~Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amount withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value] during the Contract Year; plus
- (v) the Annual Rollup Amount for the Contract Date Anniversary reduced by any withdrawals up to the GIB Annual Withdrawal Amount as described in the GIB Rider.

"Excess Withdrawal" means any withdrawal or portion of a withdrawal taken from the ~~Protection Account Value~~Protection with Investment Performance Account Value during a Contract Year that, together with all other amounts withdrawn from the ~~Protection Account Value~~Protection with Investment Performance Account Value during that year, causes the total of such withdrawals to exceed the GIB Annual Withdrawal Amount. *An Excess Withdrawal may reduce future benefits by more than the dollar amount of the excess withdrawal(s).*

Annual Adjustment of the GMDB Rollup Benefit Base with the Deferral Bonus Rollup Amount

Prior to taking a withdrawal under your Contract from the Protection Account, instead of the adjustment described above, your GMDB Rollup Benefit Base is adjusted on each Contract Date Anniversary to equal:

- (i) the GMDB Rollup Benefit Base at the beginning of the Contract Year, plus
- (ii) Contributions and transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the Contract Year, plus
- (iii) the Deferral Bonus Rollup Amount for the Contract Date Anniversary.

Once a withdrawal is made under your Contract from the Protection with Investment Performance Account Value, no Deferral Bonus Rollup Amount adjustment is made to your GMDB Rollup Benefit Base in the Contract Year of the withdrawal and all subsequent Contract Years. In those Contract Years, any adjustment to your GMDB Rollup Benefit Base will be done according to the provision above entitled "Annual Adjustment of the GMDB Rollup Benefit Base with the Annual Rollup Amount."

Automatic Reset of the Rollup Benefit Base

On the [third] Contract Date Anniversary that follows the Contract Date and each [third] Contract Date Anniversary thereafter, your Rollup Benefit Base will reset automatically to equal the ~~Protection Account Value~~Protection with Investment Performance Account Value on that Contract Date Anniversary, if the ~~Protection Account Value~~Protection with Investment Performance Account Value is greater than the Rollup Benefit Base. The Annual or Deferral Bonus (whichever applies) Rollup continues on your reset Rollup

Benefit Base. Resets do not occur after the Contract Date Anniversary following your [85th] birthday, or your Maturity Date, if earlier.

We may increase the charge for this Rider up to the maximum charge provided in Section IV. of this Rider. We will apply the higher charge only if your Rollup Benefit Base increases due to a reset. The new charge will remain in effect for the duration of the Rider, subject to any further charge increase within the maximum provided in Section IV. We will notify you of the increase in charge at least [45] days prior to the effective date of the increase. You will be provided the opportunity to opt-out of that reset and any future resets. Opting out of a reset will not change the date for future automatic resets if you choose to opt back in. If you opt out of resets, you may opt back in any time [30 days] after the Contract Date Anniversary on which you opted out. You will have until [30 days] before the date the next reset is scheduled to occur to opt back in to automatic resets. Upon a reset following such opt-in, the charge for this Rider will increase to the charge we have in effect at that time. Your request to opt-out or opt-in must be in writing in a form that we accept and received by us within the above time limits. [Any request to opt-out or opt-in will be applicable to this Rider and your GIB Rider.]

C. Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”)

For the Highest Anniversary Value Benefit Base, on each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the ~~Protection Account Value~~Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the ~~Protection Account Value~~Protection with Investment Performance Account Value.

III. Effect of Withdrawals on your GMDB Benefit Bases

The Rollup Benefit Base and the Highest Anniversary Value Benefit Base will each be reduced by withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value. The reduction is determined separately for each Benefit Base.

Highest Anniversary Value Benefit Base

[The Highest Anniversary Value Benefit Base will be reduced pro-rata by all withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value.

For the Highest Anniversary Value Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of your withdrawal by your ~~Protection Account Value~~Protection with Investment Performance Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction.] We will make this reduction as of the Transaction Date of each withdrawal.

Rollup Benefit Base

Withdrawals Prior to Age [85]

The Rollup Benefit Base will be reduced as follows. [Prior to completion of your [first] Contract Year, your Rollup Benefit Base will be reduced pro-rata by all withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value.]

[Thereafter,] withdrawal of the amount described below will reduce the Annual Rollup Amount that otherwise would be credited to your Rollup Benefit Base on the Contract Date Anniversary but does not reduce the Rollup Benefit Base.

For each Contract Year, you may take one or more withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value that total no more than an amount equal to:

- (a) your GIB Benefit Base at the beginning of the Contract Year; [minus
- (b) any Contributions or transfers to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options during the [four] prior Contract Years;]
- (c) the GIB Annual Rollup Rate in effect for the first day of the Contract Year.

Withdrawals on and after Age [85]

During the period beginning with the Contract Date Anniversary following your [85th] birthday through the earlier of (i) the Contract Date Anniversary following the date your ~~Protection Account Value~~Protection with Investment Performance Account Value falls to zero, and (ii) your Contract Maturity Date, and (iii) the Contract Date Anniversary following your [95th] birthday, for each Contract Year, you may take one or more withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value that total no more than an amount as described in the previous paragraph, however, such a withdrawal will reduce the Rollup Benefit Base on a dollar for dollar basis.

The portion of any withdrawal in excess of the amounts described above will reduce the Rollup Benefit Base on a pro-rata basis as of the Transaction Date of the withdrawal.

For the Rollup Benefit Base, a pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal that exceeds the amount described above by your ~~Protection Account Value~~Protection with Investment Performance Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Rollup Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will reduce your Rollup Benefit Base by this amount. We will make this reduction as of the Transaction Date of each withdrawal.

[Withdrawals made under any automatic withdrawal service we offer to meet lifetime required minimum distribution rules under the Code that exceed the GIB Annual Withdrawal Amount for a Contract Year will reduce your Rollup Benefit Base on a dollar for dollar basis ("RMD Withdrawal"). The dollar for dollar withdrawal treatment of such withdrawals will be available [immediately.]]

IV. The Cost of This Rider

Guaranteed Minimum Death Benefit: The current charge for this benefit is [0.95%] of the GMDB Benefit Base. This charge is based on the greater of the Rollup and the Highest Anniversary Value Benefit Bases on your Contract Date Anniversary. The maximum charge upon reset for this benefit is [1.10%] of the Rider's Benefit Base.

We will determine and deduct the above charge annually from your ~~Protection Account Value~~Protection with Investment Performance Account Value on each Contract Date Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section V. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the ~~Protection Account Value~~Protection with Investment Performance Account Value on a pro-rata basis.

V. Termination Provision of This Rider

Upon the occurrence of any of the following, this Rider and any charge associated herewith will terminate: (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) your GIB Rider terminates, or (ix) the ~~Protection Account Value~~Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire ~~Protection Account Value~~Protection with Investment Performance Account Value, or 2) transfer your entire ~~Protection Account Value~~Protection with Investment Performance Account Value to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

- ~~1-~~a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2.1.

2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

VI. Effect of the GIB Rider's Termination on This Rider

If the GIB Rider terminates, this Rider will terminate automatically as described in the *Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or Guaranteed Minimum Death Benefit Rider*.

VII. Special Rules Applicable to your Rider when Ownership of the Contract is other than on an Individual Basis

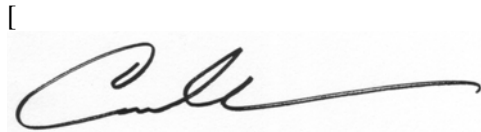
For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner's [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condon
President and Chief Executive Officer]

[

Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE]

Age: [55]

Sex: [Female]

[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY

HIGHEST ANNIVERSARY VALUE DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. The GMDB is derived from a Benefit Base as described in Section II of this Rider. You must allocate amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and its charge and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value -will cause an adjustment to your GMDB Benefit Base as described in Section II. B. of this Rider.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section VI.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

The GMDB under the Contract will be the Highest Anniversary Value to Age [85] Benefit Base. The Rider describes the operation of the Highest Anniversary Value to Age [85] Benefit Base, the Effect of Withdrawals on your Benefit Base, the cost of this Rider and how this Rider may terminate.

Your Death Benefit amount under this Rider is determined by comparing the ~~Protection Account Value~~Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

II. Operation of the Guaranteed Minimum Death Benefit

A. Annuity Account Value

“Annuity Account Value” as defined in Section 1.02 of your Contract means the sum of (i) your ~~Protection Account Value~~Protection with Investment Performance Account Value and (ii) your ~~Performance Account Value~~Investment Performance Account Value.

“~~Protection Account Value~~Protection with Investment Performance Account Value” means the sum of the amounts held for you in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, and if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the ~~Protection Account Variable Investment Options~~Protection with Investment Performance Account Investment Options. While Contributions and transfers to your ~~Protection Account Value~~Protection with Investment Performance Account Value create your GMDB as described in this Rider, your ~~Protection Account Value~~Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“~~Performance Account Value~~Investment Performance Account Value” means the sum of amounts held for you in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options.

The initial ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and ~~Performance Account Investment Options~~Investment Performance Account Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to the Protection with Investment Performance Account and ~~Performance Account Investment Options~~Investment Performance Account Investment Options. [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

B. GMDB Benefit Base

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is also used to determine the cost of this Rider as described in Section V. Your GMDB Benefit Base is created or increased by allocating a Contribution as described in Part III of your Contract (“Contributions and Allocations”) or making a transfer, as described in Part IV of your Contract (“Transfers Among Investment Options”) from an aInvestment -Performance Account Investment Option to a Protection with Investment Performance Account Investment Option~~Protection Account Investment Option~~. While this Rider is in effect, once amounts are allocated or transferred to the

Protection Account Investment Option, they may be transferred only among these Options. Additional transfer rules are described in the Data Pages.

Your GMDB Benefit Base is the Highest Anniversary Value to Age [85] Benefit Base (“Highest Anniversary Value Benefit Base”). Your initial Highest Anniversary Value Benefit Base is equal to your initial Contribution or transfer to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer from a Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, and the Benefit Base is adjusted for withdrawals. The way we calculate your Highest Anniversary Value Benefit Base is described below.

Your ~~Performance Account Value~~Investment Performance Account Value is not used for purposes of determining your Highest Anniversary Value Benefit Base. If we discontinue transfers and Contributions to the Protection with Investment Performance Account Investment Option, you will not, thereafter, be able to create or add to the Highest Anniversary Value Benefit Base.

III. Highest Anniversary Value Benefit Base

On each Contract Date Anniversary up to the Contract Date Anniversary following your [85th] birthday, if the ~~Protection Account Value~~Protection with Investment Performance Account Value is greater than the current Highest Anniversary Value Benefit Base, the Highest Anniversary Value Benefit Base is reset to equal the ~~Protection Account Value~~Protection with Investment Performance Account Value.

IV. Effect of Withdrawals on your Highest Anniversary Value Benefit Base

The Highest Anniversary Value Benefit Base will be reduced pro-rata by withdrawals from the ~~Protection Account Value~~Protection with Investment Performance Account Value.

A pro-rata reduction is determined as follows:

- 1) Divide the amount of the withdrawal by your ~~Protection Account Value~~Protection with Investment Performance Account Value immediately preceding the withdrawal;
- 2) Multiply the fraction calculated in (1) by the amount of your Highest Anniversary Value Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

V. The Cost of This Rider

The charge for this benefit is [0.25%] of the Highest Anniversary Value Benefit Base. This charge is based on the Highest Anniversary Value Benefit Base on your Contract Date Anniversary.

We will determine and deduct the above charge annually from your ~~Protection Account Value~~Protection with Investment Performance Account Value on each Contract Anniversary for which the Rider is in effect. We will deduct the above charges for the portion of any Contract Year in which this Rider is terminated pursuant to Section VI. of this Rider, a Death Benefit is paid pursuant to Section 6.02 of the Contract, the Annuity Account Value is applied to purchase an Annuity Benefit pursuant to Section 7.05 of the Contract, or the Contract is surrendered pursuant to Section 5.02 of the Contract.

The above charge will be deducted from the ~~Protection Account Value~~Protection with Investment Performance Account Value on a pro-rata basis.

VI. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the "Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)."

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner's death, or (viii) the ~~Protection Account Value~~Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire ~~Protection Account Value~~Protection with Investment Performance Account Value, or 2) transfer your entire ~~Protection Account Value~~Protection with Investment Performance Account Value to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.
2. a Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

[Effect of Termination or Change of this Rider on your Death Benefit]

[Your Death Benefit is terminated automatically when this Rider is terminated. If you wish to change your Death Benefit, you may do so as described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”]

Upon the termination of this Rider, the charge for the Benefit, as shown in Section V. of this Rider, ends.

VII. Special Rules Applicable to your Rider when the Owner is other than an Individual

For Contracts with Joint Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner’s [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Owner.

For Contracts with Non-Natural Owners, a GMDB that by its terms accumulates to the Contract Date Anniversary following the Owner’s [85th] birthday will instead accumulate to the Contract Date Anniversary following the [85th] birthday of the Annuitant. Also, any Optional Reset provision which is limited to the Contract Date Anniversary following the Owner’s [85th] birthday will instead be limited to the Contract Date Anniversary following the [85th] birthday of the Annuitant. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GMDB will accumulate to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant and any optional reset will be limited to the Contract Date Anniversary following the [85th] birthday of the older Joint Annuitant.

VIII. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[



Christopher M. Condrón
President and Chief Executive Officer]

[



Karen Field Hazin
Senior Vice President, Secretary and Associate General
Counsel]

[Rider attached to and forming a part of your Contract issued by AXA EQUITABLE LIFE INSURANCE COMPANY ("AXA EQUITABLE").

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

Highest Anniversary Value to Age [85] GMDB

The following text above the black line will appear only if this rider is elected by the Owner after the Contract Date

[GMDB Rider Data

Contract Number: [09-999-999]

GMDB Rider Effective Date: [September 15, 2015]

Owner: [JOHN DOE] Age: [60] Sex: [Male]

[Available only under NQ Contracts]

[JANE DOE] Age: [55] Sex: [Female]

[Joint Owner:]

Annuitant: [JOHN DOE] Age: [60] Sex: [Male]

[Applicable for NQ Contracts]

[Joint Annuitant:] [JANE DOE] Age: [55] Sex: [Female]

As of this Rider's Effective Date, the information shown above supersedes the information in the Data Pages of your Contract to the extent of any difference.]

AXA EQUITABLE LIFE INSURANCE COMPANY
RETURN OF PRINCIPAL DEATH BENEFIT RIDER

This Rider is part of your Contract and its provisions apply in lieu of any Contract provisions to the contrary. There are new definitions in this Rider which are introduced below. In this Rider, "we", "our" and "us" mean AXA Equitable Life Insurance Company, "you" and "your" mean the Owner and "Rider" means this Rider.

The Effective Date of this Rider is [your Contract Date.]

I. This Rider's Guaranteed Minimum Death Benefit

*Subject to the terms and conditions of this Rider, you will receive a Guaranteed Minimum Death Benefit (GMDB) with this flexible premium deferred fixed and variable Annuity Contract as described below. You must allocate amounts to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options to create a GMDB Benefit Base in order to receive benefits under this Rider. **The GMDB Benefit Base is used solely to calculate the GMDB described in this Rider and does not provide a Cash Value or any minimum account value and cannot be withdrawn.** Withdrawals from your ~~Protection Account Value~~Protection with Investment Performance Account Value will cause an adjustment to your GMDB Benefit Base as described below.*

Your GMDB Rider will terminate upon assignment or a change in ownership of the contract unless the new assignee or Owner meets the qualifications specified in the Termination provision of this Rider (Section III.).

[The terms and conditions of a spouse's right to continue the Contract upon the death of the Owner of this Contract ("Spousal Continuation"), are described in the Endorsement Applicable to [Non-Qualified] Contracts.]

Your GMDB Benefit Base is used to determine your GMDB described below. Your GMDB Benefit Base is equal to: 1) your initial Contribution and Subsequent Contributions to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options as described in Part III of your Contract ("Contributions and Allocations"), and 2) amounts transferred, as described in Part IV of your Contract ("Transfers Among Investment Options") from an Investment Performance Account Investment Option to a Protection with Investment Performance Account Investment Option, less any deductions that reflect withdrawals. While this Rider is in effect, once amounts are allocated or transferred to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, they may be transferred only among these Options.

The initial ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and Investment Performance Account

Investment Options are shown in the Data Pages. All terms and conditions of the Contract applicable to your Investment Options apply to Protection with Investment Performance Account and Investment Performance Account Investment Options. [Additional terms and conditions applicable to your ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are described in the “Endorsement Applicable to ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging.”]

Your Death Benefit amount under this Rider is determined by comparing the ~~Protection Account Value~~Protection with Investment Performance Account Value on the Payment Transaction Date to the Guaranteed Minimum Death Benefit on the date of death of the Owner. The greater amount is payable as the Death Benefit.

“~~Protection Account Value~~Protection with Investment Performance Account Value” means the sum of the amounts held for you in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. While Contributions and transfers to your ~~Protection Account Value~~Protection with Investment Performance Account Value create your GMDB as described in this Rider, your ~~Protection Account Value~~Protection with Investment Performance Account Value itself is not a guaranteed value. It is subject to Investment Fund performance as described in Sections 1.14 and 2.03 of your Contract.

“~~Performance Account Value~~Investment Performance Account Value” means the sum of amounts held for you in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options and, if you have elected the Special Money Market Dollar Cost Averaging Program, the portion of the account for Special Money Market Dollar Cost Averaging to be transferred to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options.

Your initial GMDB Benefit Base is equal to your initial Contribution or transfer to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options. Thereafter, the Benefit Base will increase by the dollar amount of any subsequent Contribution or transfer to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and will be reduced by withdrawals from the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.

Your ~~Performance Account Value~~Investment Performance Account Value is not used for purposes of determining your GMDB Benefit Base. If we discontinue transfers and Contributions to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options, you will not, thereafter, be able to create or add to the GMDB Benefit Base.

The reduction of your GMDB Benefit Base following a withdrawal is on a pro-rata basis. A pro-rata reduction is determined as follows:

- (1) Divide the amount of the withdrawal by your ~~Protection Account Value~~Protection with Investment Performance Account Value in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options immediately preceding the withdrawal;
- (2) Multiply the fraction calculated in (1) by the amount of your GMDB Benefit Base immediately preceding the withdrawal. This is the amount of the pro-rata reduction. We will make this reduction as of the Transaction Date of each withdrawal.

II. The Cost of This Rider

There is no charge for this benefit.

III. Termination Provision of This Rider

This Rider may be terminated on either an automatic or voluntary basis. Automatic Terminations are described in the following paragraphs. Voluntary Terminations are described in the “Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s).”

This Rider will automatically terminate if (i) the Contract is continued under the Beneficiary Continuation Option, if applicable, or (ii) amounts under the Contract are applied to a supplementary contract to provide an annuity benefit including any benefit available on the Maturity Date, or (iii) except as provided below, you change the Owner of the Contract, or (iv) you make an absolute assignment of this Contract, or (v) termination is required by an endorsement to your Contract, or (vi) the Contract terminates, or (vii) Spousal Continuation is elected and the surviving spouse is age [76] or older as of the date of the Owner’s death, or (viii) the ~~Protection Account Value~~Protection with Investment Performance Account Value under this Rider falls to zero.

Upon effecting termination of this Rider as described in items (iii) and (iv) of the preceding paragraph, you must then either 1) withdraw your entire ~~Protection Account Value~~Protection with Investment Performance Account Value, or 2) transfer your entire ~~Protection Account Value~~Protection with Investment Performance Account Value to the ~~Performance Account Investment Options~~Investment Performance Account Investment Options. Once you have terminated this Rider amounts may no longer be allocated to the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.

In accordance with clause (iii) in the above paragraph, this Rider will not terminate if either of the following occurs:

1. a Contract owned by a Non-natural Owner, if the Owner is changed to an individual, this Rider will not terminate and its benefits will continue to be determined by the Annuitant, or Joint Annuitant, as applicable, at the time of ownership change.

2. 2. _____a
Contract owned by an individual, if the Owner is changed to a trust and the beneficial owner(s) remains the former Owner or his or her family members, this Rider will not terminate and its benefits continue to be determined by the original Owner. "Family member" means members of the immediate family and other relatives. "Immediate family" means spouse, domestic partner, civil union partner, parent, child, adopted child, step child, brother and sister. "Other relatives" means grandparent, grandchildren, aunt, uncle, niece, nephew, and in-laws.

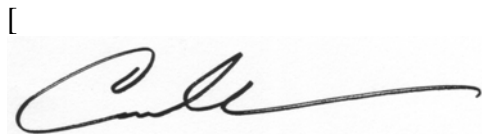
[Effect of Termination of this Rider on your Death Benefit]

The effect of termination of this Rider on your Death Benefit is described in the "Endorsement Applicable to Termination of an Optional Guaranteed Income Benefit and or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s)." Your Death Benefit is terminated automatically when this Rider is terminated].

IV. Reports

The amount of the Death Benefit will be included on a report sent to you at least once each year until the Maturity Date, as described in Section 9.04 of the Contract.

AXA EQUITABLE LIFE INSURANCE COMPANY

[

Christopher M. Condrón
President and Chief Executive Officer]

[

Karen Field Hazin
Senior Vice President, Secretary and
Associate General Counsel]

AXA EQUITABLE LIFE INSURANCE COMPANY

Statement of Variability

For use with Contract Form ICC10BASE1

The following comments describe the nature and scope of the illustrative and variable material contained in the riders shown in brackets listed below. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider Descriptions:

"Greater of" GMDB Rider
"Highest Anniversary Value" GMDB Rider
"Return of Principal" GMDB Rider

Rider Form Numbers:

ICC10GMDBGR1(rev 1010)
ICC10GMDBHAV1(rev 1010)
ICC10GMDBROP1(rev 1010)

Rider ICC10GMDBGR1(rev 1010)

1. Pages 1, 2, 4, 5 and 7: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.
2. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The market segment endorsement, applicable to the Owner will appear here.
3. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
4. Page 2: The term [annual] may range from [monthly] to [five year]. The term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].
5. Page 3: The bracketed text beginning with [including for any required minimum distribution withdrawal...] will not appear if RMD Withdrawals under the Automatic RMD Services are adjusted on a pro-rata basis because an RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments.

Note: If the above is not included, item "(v)" will be changed to "(iv)".

6. Page 4:
 - i. [30 days] may range from 15 to 120 days
 - ii. [third] Contract Date Anniversary may range from the [first] to the [tenth] Contract Date Anniversary
 - iii. [45 days] may range from 15 to 120 days
7. Page 4: The bracketed text beginning with [Any request to opt-out or opt-in...] applies under this product. If we do not require mutual termination of the GIB and the “Greater of” GMDB Riders in the future, this text will not appear.
8. Page 5: The bracketed text explains how the Highest Anniversary Value Benefit Base is adjusted on a pro-rata basis for withdrawals. Alternatively, it may be adjusted on a dollar for dollar basis and the following alternate text will appear: [The Highest Anniversary Value Benefit Base will be reduced on a dollar for dollar basis by all withdrawals from your Protection with Investment Performance Account Value.]
9. Page 5: The bracketed text beginning with: [Prior to completion of your [first] Contract Year...] explains that the Rollup to Age 85 Benefit Base is adjusted on a pro-rata basis for the specified number years after the Contract Date. The reference to “first” can range from [first] to [fifteenth]. Alternatively, the Rollup Benefit Base may be adjusted on a dollar for dollar basis and the following text will appear: [your Rollup Benefit Base will be reduced dollar for dollar by all withdrawals from your Protection with Investment Performance Account Value.] The reference to “Thereafter” may be deleted.
10. Page 5: The bracketed text beginning with [minus any Contributions or transfers...] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion period becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].
11. The reference to [95th] birthday may range from 80th to 105th.
12. Page 6: The bracketed text beginning with [Withdrawals made under any automatic withdrawal service we offer...] will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis. The reference to [immediately] could range from [one month after the Contract Date] to [after the first to fifteenth Contract Anniversary Date].
13. Page 6: The charge of [0.95%] for the Rider will range from 0.50% to 1.25%. The maximum charge of [1.10%] for the Rider will range from 0.65% to 1.40%.
14. Page 7: The reference to age [76] may range from 70 to 95.
15. Page 8: The names of the Company’s officers are bracketed and may change in the future.

Rider ICC10GMDBHAV1(rev 1010)

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
1. Pages 1, 2, 3, 4 and 5: References to [Age 85] or [85th Birthday] may vary based on a change in product design. It may range from age 70 to age 95.

2. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The market segment endorsement, applicable to the Owner will appear here.
3. Page 2: The bracketed text beginning [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
4. Page 3: The charge of [0.25%] for the Rider will range from 0.15% to 1.10%.
5. Page 4: The reference to age [76] may range from 70 to 95.
6. Page 4: The bracketed text beginning with: [*Effect of Termination or Change...*] and [Your Death Benefit is terminated automatically...] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
7. Page 5: The names of the Company's officers are bracketed and may change in the future.

Rider ICC10GMDBROP1(rev 1010)

- A. The cover sheet will issue only when this Rider is elected post-issue. Therefore the whole block of text is bracketed as variable. This text will also vary based on Contract Owner information.
 1. Page 1: The bracketed text beginning with [*The terms and conditions of a spouses's right...*] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and IRA markets; however, this may apply to additional markets in the future. The market segment endorsement, applicable to the Owner will appear here.
 2. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
 3. Page 3: The reference to age [76] may range from 70 to 95.
 4. Page 4: The bracketed text beginning with: [*Effect of Termination of this Rider on your Death Benefit...*] will appear when the Endorsement Applicable to the Termination of an Optional Guaranteed Income Benefit and/or the Termination or Change of an Optional Guaranteed Minimum Death Benefit Rider(s) is issued under a Contract.
 5. Page 4: The names of the Company's officers are bracketed and may change in the future.

Statement of Variability
For Rider Form ICC10GIB1(rev 1010)

AXA EQUITABLE LIFE INSURANCE COMPANY

For use with Contract Form ICC10BASE1

The following comments describe the nature and scope of the illustrative and variable material for language contained in the rider shown in brackets. When applicable, alternate text is provided. The actual rider a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Rider ICC10GIB1(rev 1010)

1. Pages 1,3, 6, 10 and 12: References to [95th birthday] and [age 95] may be revised to comply with regulatory changes pertaining to annuity contract maturity age requirements. It may also vary based on a change in product design. It may range from age 80 to 105.
2. Pages 1, 2 and 3: Reference to bracketed [first] Contract Date Anniversary may range from first to fifteenth.
3. Page 1: The bracketed text beginning with [The terms and conditions of a spouses's right...] will appear if an attached market segment endorsement contains "Spousal Continuation". Currently, this text is applicable to the Non-Qualified and the IRA markets; however, additional markets may be added in the future.
4. Page 2: The bracketed text beginning with [Additional terms and conditions applicable to your Protection with Investment Performance Account Investment Options...] will appear when the Endorsement Applicable to Protection with Investment Performance Account Investment Options and the Endorsement Applicable to Special Money Market Dollar Cost Averaging are issued with a Contract.
5. Page 2: The bracketed text beginning with [minus any Contributions or transfers...] will not appear currently because there is no exclusion period for Contributions and transfers. If this exclusion becomes applicable, the reference to [four prior Contract Years] may vary from [prior Contract Year] to [fifteen prior Contract Years].
6. Page 3: The term [annual] may range from [monthly] to [five year]. The term [each Contract Date Anniversary] may vary from [each month] to [each fifth Contract Date Anniversary].
7. Pages 5, 6 and 9: The following sentences and/or sentence fragments will not appear if RMD Withdrawals under the Automatic RMD Service are adjusted on a pro-rata basis.

Page 5: [including for any required minimum distribution withdrawal not taken through our Automatic RMD Withdrawal Service, in excess of your GIB Annual Withdrawal Amount, minus (iv) any required minimum distribution withdrawals taken through our Automatic RMD

Withdrawal Service (which are not treated as Excess Withdrawals) from your Protection with Investment Performance Account Value during the Contract Year to the extent such withdrawals exceed Annual Withdrawal Amounts withdrawals from the Protection with Investment Performance Account Value]

Note: If the above is not included, item “(v)” will be changed to “(iv)”.

Page 6: “An RMD Withdrawal is not an Excess Withdrawal when the Automatic RMD Withdrawal Service is elected for lifetime RMD payments as described in Part III.”

Page 9: [When the lifetime Required Minimum Distribution (“RMD”) Rules apply to your Contract, and you elect our Automatic RMD Withdrawal Service, any lifetime RMD payment we make to you under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal.] and [Any lifetime RMD amount withdrawal you make under our Automatic RMD Withdrawal Service will not be treated as an Excess Withdrawal. However,] and [If you do not elect our Automatic RMD Withdrawal Service and].

Note that if the above bracketed text is removed as not applicable, the next word (if beginning a new sentence) will be capitalized.

8. Page 6: The phrase [in the second Contract Year] may vary from [immediately] to [in the sixteenth Contract Year]. The phrase [made prior to the second Contract year] may vary from “second Contract Year” to “sixteenth Contract Year.”
9. Page 6: In the Automatic Reset of the GIB Rollup Benefit Base provision, [third] Contract Date Anniversary may range from [first] to the [tenth] Contract Date Anniversary
10. Pages 6 and 7: In the Automatic Reset of the GIB Rollup Benefit Base provision:
 - i. [45 days] may range from 15 to 120 days
 - ii. “30 days” may range from 15 to 120 days

Page 7: The text beginning with [Any request to opt out...] currently applies under this product. If we do not require mutual termination of the GIB and the “Greater of” GMDB Riders in the future, this text will not appear.

11. Page 7: GIB Payment Table - The age breaks may vary plus or minus ten years. Each GIB Payment Factor may vary plus or minus 200 basis points.
12. Page 8: In the Withdrawals under Automatic Payment Plans provision, the phrase [not start sooner than five years] after your Contract Date may range from the phrase [start immediately] to [not start sooner than fifteen years].
13. Page 8: We may add or delete frequencies to the currently available payment frequencies [monthly, quarterly, annually].
14. Page 10: The following sentence will appear in NQ Contracts only: [If you are older than the Annuitant named under this Contract, your Maturity Date is the Contract Date Anniversary following your attainment of Age [95].]

15. Page 10: 6% may range from 4% to 8%.
16. Page 10: The current charge of 0.95% for the Rider will range from 0.50% to 1.40%. The max charge of 1.25% for the Rider will range from 0.80% to 1.70%.
17. Page 11: Age 76 will range from 70 to 95.
18. Page 12: In Part VII, the bracketed paragraph shown in the Rider will appear if the Contract ownership structure is Joint Owner. If the ownership structure is Non-Natural, the text is below will appear:

[For Contracts with Non-Natural Owners, lifetime income is guaranteed for the life of the Annuitant. A GIB that by its terms accumulates to the Contract Date Anniversary following the Owner's [95th] birthday will accumulate to the Contract Date Anniversary following the Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the Annuitant for purposes of determining GIB payments. Also, any Reset provision which is limited to the Contract Date Anniversary following the Owner's [95th] birthday will be limited to the Contract Date Anniversary following the Annuitant's [95th] birthday. If there are Joint Annuitants named under Contracts with Non-Natural Owners, the GIB will accumulate to the Contract Date Anniversary following the older Joint Annuitant's [95th] birthday. Reference to Owner in this Rider would apply to the older Joint Annuitant for purposes of determining GIB Payments. Also, any reset will be limited to the Contract Date Anniversary following the [95th] birthday of the older Joint Annuitant.]

19. Page 12: The Home Office address and the officer's signatures will be revised upon any change thereto.

AXA EQUITABLE LIFE INSURANCE COMPANY

STATEMENT OF VARIABILITY

For use with Contract Form ICC10BASE1 marketed as AXA Equitable's "Retirement Cornerstone 11 –Series ADV"

The following comments describe the nature and scope of the illustrative and variable material contained in the Contract and Data Pages shown in brackets. When applicable, alternate text is provided. The actual Data Pages a Contract Owner receives will reflect only the information based on the market segment that applies and the Contract Owner's elections at application.

The Contract is available for issue as an Individual Retirement Annuity (**Traditional IRA or Roth IRA**) or as a Non-Qualified annuity (**NQ**).

The variability for the submitted forms is shown in this memorandum.

Any changes made in connection with the variability filed below will be done on a new business basis, in a fair and non-discriminatory manner.

Contract ICC10BASE1:

1. **Cover Page:** These are illustrative numbers, dates, and names that reflect the facts in a given case.
2. **Cover Page:** The Company's address may change in the future.
3. **Cover Page:** Officer's signatures are bracketed and may change in the future.

Data Pages ICC10DPADV(rev 1010):

1. **Data Pages 1 and 2:** These are illustrative numbers, dates, and names that reflect the facts in a given case. Differences which apply, depending on Contract Owner election, are also shown.
- 1a. **Data Page 1 (This item applies to Inherited IRA/Roth IRA Contracts only.):** If the Contract is issued to an Owner who is the spouse of the Deceased Owner then the designation "Special Surviving Spouse" will appear after the Owner's name and the Original Owner's date of death will be shown.
- 1b. **Data Page 1 (This item applies to Non-Spousal Beneficiary Continuation Option Tax-Qualified Retirement Plan Funds Direct Rollover to Traditional IRA Contracts only.):** If the Contract is issued as a Non-Spousal Beneficiary Continuation Option for a Tax Qualified Retirement Plan as a direct rollover to a Traditional IRA Contract, the Retirement Plan Participant's name and date of death will be shown here.
2. **Data Page 1, "Market Segment Endorsements":** Market Segment endorsement information will appear based on an Owner's application. Market segments may be added or deleted in the future. Any such change will be in compliance with regulatory guidelines.
3. **Data Pages 1 and 2, "Investment Option Endorsement" and Optional Riders":** Any Benefit Endorsement or Optional Riders that an Owner elects applicable to a Contract will be listed on the Data Pages.
4. **Data Page 2:** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. The range for age 95, is 80 to 105.
5. **Data Page 2, "Maturity Date":** The age at the Maturity Date is currently age 95, however, it may change based on regulatory guidelines. For NQ Contracts with Joint annuitants the age of the older Annuitant determines the Maturity Date. *This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as "Non-Spousal QP to Inherited IRA BCO") Contract.*
6. **Data Page 2, "BCO Distribution Commencement Date":** The BCO Distribution Commencement Date will appear, in lieu of the Maturity Date, for Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Contracts (also referred to as "Non-Spousal QP to Inherited IRA BCO Contracts").
7. **Data Page 3 and throughout the Data Pages,** If GIB and/or an optional GMDB is elected, the GIB and/or GMDB text shown in the Data Pages will appear on the Owner's Data Pages. If GIB and/or an optional GMDB is **not** elected, and unless alternate text is shown in the Data Pages, **no text will appear** on the Owner's Data Pages.

8. **Data Page 3, “Initial [Annual] Rollup Rate”, “Initial Deferral Bonus Rollup Rate”, “Ten Year Treasuries Formula Rate” and Deferral Bonus Ten Year Treasuries Formula Rate” :**
 If GIB or the “Greater of Death Benefit” is elected the Rollup Rate text will appear. The Annual and Deferral Rollup Rate will be set each calendar quarter for Contract Date Anniversaries during that quarter, and currently will be applicable for one Contract Year. The one year, or initial “Annual” applicability may change to a period from 2 months to 2 years. The 4.00% rate will have a range of 0.50% to 5.00% and the 7.00% rate will have a range of 5.00% to 10.00%. The Deferral Bonus rate of 9.00% will have a range of 5.00% to 15.00%. We may set an annual Rollup Rate greater than the rate derived from the Indexed Rollup Rate formula.

Initial [Annual] Rollup Rate:

Rates Shown	Range
5.00%	1.5% to 7.00%

Initial Deferral Bonus Rollup Rate:

Rates Shown	Range
7.00%	5.00% to 10.00%

If the initial Annual Rollup Rate is greater than the rate derived from the Ten Year Treasuries formula or if the initial Deferral Bonus Rollup Rate is greater than the rate derived from the Deferral Bonus Ten Year Treasuries formula, the following sentence will then appear in the Data Pages: “This rate is greater than the rate derived from the formula shown below”.

The paragraph below the Table is alternate text which will appear if the guaranteed minimum rollup rate will change at specified intervals during the term of the Contract. The various duration of Rider minimum rates will be the minimum rates in effect at the time of issue and are guaranteed for the duration of the Rider as shown in the Table below. The rates and durations shown below may vary as follows.

Rates Shown	Range
0.10%	0.10% to 0.40%
1.00%	0.05% to 3.00%
1.50%	0.50% to 5.00%
2.00%	
4.00%	
5.00%	1.50% to 7.00%
7.00%	5.00% to 10.00%
9.00%	5.00% to 15.00%
Duration/Period Shown	Range/[Alternate Text]
Annual, One year, Contract Year or First Contract Year	2 Months to 2 years
First Contract Date Anniversary, Contract Date Anniversary,	First 2 Months following the Contract Date to 10 Contract Years
5 Contract Years	One Month to 10 Contract Years
6 th Contract Year	

Each	[The], one to five years; each Contract Date Anniversary to the fifth Contract Anniversary
20 days	5 – 30 days
15 th day	1 st – 31 st day
Quarter	Month-annual
Text Shown	Range/[Alternate Text]
Ten-year	Treasury Index may change to an index of a different Treasury maturity within a range of 5-year to 15-year Treasuries.
Nearest	[Lowest]
Plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]	is a discretionary additional amount that may not apply.

-[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], -the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than -[1.5%].]

As an alternative to the rate formula shown in the Data Pages, the Company may apply the following provision pertaining to the formula in lieu thereof:

If GIB is elected the following will appear:
Initial Annual Rollup Rate:

Your initial Rollup Rate is [5.00%]. [This rate is greater than the rate derived from the formula shown below.]

Your Initial Deferral Bonus Rollup Rate [7.00%] [This rate is greater than the rate derived from the formula shown below.]

Ten Year Treasuries Formula Rate for the [second] and later Contract Years –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.00%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [7%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

[After your first [Contract Date Anniversary], the minimum rate will be no less than [4%] for the next [[5] Contract Years]. After the [[6th] Contract Year] and for the next [[5] Contract Years], the minimum rate will be no less than [2%], and thereafter the minimum rate will be no less than [1.5%]].

Deferral Bonus Ten Year Treasuries Formula Rate –

The minimum [annual] Rollup Rate for the [Contract Year] following [each] [Contract Date Anniversary] will be equal to the average of the rates for [ten-year] U.S. Treasury notes on each day for which such rates are reported during the [20] calendar days ending on the [15th] day of the month immediately preceding the calendar [quarter] in which the [Contract Date Anniversary] falls, [plus [1.50%] rounded to the [nearest/lowest] [0.10%] increment]. The minimum [annual] Rollup Rate will never be less than [4%] or more than [9%]. U.S. Treasury rates will be determined from the Federal Reserve Selected Interest Rates – H-15 (Constant Maturity Series) or such comparable rates as may be published by the United States Treasury Department or generally available reporting services if the Constant Maturity Series is discontinued. We reserve the right to set a higher rate than that derived by this formula.]

9. **Data Page 4 “Guaranteed Interest Option”:** Pursuant to Section 2.01 of the Contract, AXA Equitable will determine a Guaranteed Interest Rate for the stated period.

The lifetime minimum guaranteed interest rate for the Guaranteed Interest Option is based on the NAIC Model Indexed methodology (or indexed rate methodology adopted by your jurisdiction), as described in the actuarial memorandum. The lifetime minimum guaranteed interest rate is bracketed on the enclosed data pages, as it will fluctuate periodically based on the indexed rate methodology adopted by your jurisdiction. The lifetime minimum guaranteed rate will never be less than 1% or greater than 3%. Once a Contract is issued, the lifetime minimum guaranteed interest rate established for that Contract will apply for the Contract’s duration and the rate will not be reset.

10. **Data Pages 4-5, “Investment Options”:** As provided in Section 2.04 of the Contract, the Variable Investment Options then available from AXA Equitable will be listed here. The Variable Investment Options which apply are Variable Investment Options of AXA Equitable’s Separate Account No. 49. If these Separate Accounts are renamed, or other Separate Accounts are added in the future, they will be listed here. If Variable Investment Options are added in the future, pursuant to Section 2.05 of the Contract, the list of Variable Investment Options to be included in the Data Pages will be changed accordingly. Any separate account Investment Option will provide for participation only in a separate account for which the Plan of Operation has been approved by the New York Insurance Department.

We reserve the right to limit the number of Investment Options an Owner may elect to 90. “90” may vary from 50 to 150.

- ~~Performance Account Investment Options~~Investment Performance Account Investment Options

The Investment Options and allocation percentage elected by the Owner will be listed in the Data Pages. The Data Pages show an illustrative list of Variable Investment Options. Shown below is the list of the ~~Performance Account Investment Options~~Investment Performance Account Investment Options available under this Contract. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

<u>Asset Allocation</u>	<u>International/Global</u>
All Asset Allocation	AllianceBernstein International Growth

	Portfolio
AllianceBernstein Balanced Wealth Strategy Portfolio	EQ/AllianceBernstein International
AXA Aggressive Allocation	EQ/BlackRock International Value
AXA Balanced Strategy	EQ/International Growth
AXA Conservative Growth Strategy	EQ/Oppenheimer Global
AXA Conservative Strategy	EQ/Templeton Global Equity
AXA Growth Strategy	Invesco V.I. International Growth Fund
AXA Moderate Allocation	Lazard Retirement Emerging Markets Equity Portfolio
AXA Moderate Growth Strategy	MFS® International Value Portfolio
AXA Moderate-Plus Allocation	Templeton Developing Markets Securities Fund
BlackRock Global Allocation V.I. Fund	Templeton Foreign Securities Fund
EQ/Franklin Core Balanced	Templeton Growth Securities Fund
EQ/Franklin Templeton Allocation	
Fidelity® VIP Asset Manager: Growth® Portfolio	<u>Sector/Specialty</u>
Franklin Income Securities Fund	EQ/GAMCO Mergers and Acquisitions
Franklin Templeton VIP Founding Funds Allocation Fund	Invesco V.I. Financial Services Fund
Ivy Funds VIP Asset Strategy	Invesco V.I. Global Real Estate Fund
Fidelity® VIP Freedom 2015 Portfolio	Invesco V.I. Leisure Fund
Fidelity® VIP Freedom 2020 Portfolio	Ivy Funds VIP Energy
Fidelity® VIP Freedom 2025 Portfolio	Ivy Funds VIP Global Natural Resources
Fidelity® VIP Freedom 2030 Portfolio	Ivy Funds VIP Science & Technology
	MFS® Technology Portfolio
<u>Large Cap</u>	MFS® Utilities Series
American Century VP Large Company Value	PIMCO VIT CommodityRealReturn® Strategy Portfolio
BlackRock Large Cap Growth V.I. Fund	ProFund VP Bear
EQ/BlackRock Basic Value Equity	ProFund VP Biotechnology
EQ/Boston Advisors Equity Income	Rydex SGI VT Managed Futures Strategy Fund
EQ/Capital Guardian Growth	Rydex SGI VT Alternative Strategies Allocation Fund
EQ/Capital Guardian Research	Rydex VT Inverse S&P 500 Strategy
EQ/Davis New York Venture	T. Rowe Price Health Sciences Portfolio - II
EQ/JPMorgan Value Opportunities	Van Eck VIP Global Hard Assets Fund
EQ/Montag & Caldwell Growth	
EQ/Mutual Large Cap Equity	<u>Index/ATM</u>
EQ/T. Rowe Price Growth Stock	AXA Tactical Manager 400
EQ/Van Kampen Comstock	AXA Tactical Manager 500
EQ/Wells Fargo Advantage Omega Growth	AXA Tactical Manager 2000
Fidelity® VIP Contrafund® Portfolio	AXA Tactical Manager International
Ivy Funds VIP Dividend Opportunities	EQ/Common Stock Index
Lord Abbett Classic Stock (VC)	EQ/Equity 500 Index
MFS® Investors Growth Stock Series	EQ/International ETF
MFS® Investors Trust Series	EQ/Large Cap Growth Index

Mutual Shares Securities Fund	EQ/Large Cap Value Index
	EQ/Mid Cap Index
Mid Cap	EQ/Small Company Index
American Century VP Mid Cap Value	
EQ/Morgan Stanley Mid Cap Growth	Fixed Income
Fidelity® VIP Mid Cap Portfolio	EQ/Core Bond Index
Goldman Sachs VIT Mid Cap Value Fund	EQ/Global Bond PLUS
Invesco V.I. Mid Cap Core Equity Fund	EQ/Intermediate Government Bond Index
Ivy Funds VIP Mid Cap Growth	EQ/Money Market
Lord Abbett Growth Opportunities (VC)	EQ/PIMCO Ultra Short Bond
	Fidelity® VIP Strategic Income Portfolio
Small Cap	Franklin Strategic Income Securities Fund
EQ/AllianceBernstein Small Cap Growth	Guaranteed Interest Option (GIO) (maximum 25%)
EQ/AXA Franklin Small Cap Value Core	Invesco V.I. High Yield
EQ/GAMCO Small Company Value	Ivy Funds VIP High Income
Invesco V.I. Small Cap Equity Fund	Lord Abbett Bond Debenture (VC)
Ivy Funds VIP Small Cap Growth	PIMCO VIT Emerging Markets Bond Portfolio
	PIMCO VIT Real Return Strategy Portfolio
	PIMCO VIT Total Return Portfolio
	Templeton Global Bond Securities Fund
Hybrid/PLUS	
EQ/Global Multi-Sector Equity	
EQ/International Core PLUS	
EQ/Large Cap Growth PLUS	
EQ/Large Cap Value PLUS	
EQ/Mid Cap Value PLUS	

No more than 25% of the Account for Dollar Cost Averaging allocation may be allocated to the Guaranteed Interest Option. This amount may change in the future. The percentage limit may range from 5% to 100%

Applicable to the Guaranteed Interest Option. The Guaranteed Interest Option is available only under the ~~Performance Account Investment Options~~Investment Performance Account Investment Options. No more than 25% of the total Annuity Account Value of the ~~Performance Account Investment Options~~Investment Performance Account Investment Options and the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options may be allocated to the Guaranteed Interest Option. This percentage limit may change in the future. The percentage limit may range from 5% to 100%. The percentage limit will be reflected on the form delivered to the Contract Owner. This limitation may change from time to time. We reserve the right to apply the percentage limit to only the ~~Performance Account Investment Options~~Investment Performance Account Investment Options.

- ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options

If the GIB or an optional GMDB Rider has been elected, then the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options are available in addition to the ~~Performance Account Investment Options~~ Investment Performance Account Investment Options.

The Investment Options and allocation percentage elected by the Owner's will be listed here. We reserve the right to change the name, add, discontinue or re-categorize Investment Options.

[If GIB or an optional GMDB is elected the following will appear]

Subsequent Contributions to the Protection with Investment Performance Account -Investment Options are not permitted after the date the first Withdrawal is taken from the Protection with Investment Performance Account ~~Annuity Account~~ Value.

Transfers and Contributions to ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options may not exceed a total of [\$1,500,000]. The transfer amount may change within a range of \$500,000 to \$2,500,000.

11. Data Pages 4-6 "Contribution and Allocations":

Age limitations with respect to Contract issuance and subsequent Contributions vary by market segment. We reserve the right to change these age requirements and/or contribution age limitations in the future to comply with any regulatory or product changes.

Issue Age*	Contribution Age Maximum	Age at Maturity Date
0-85	86	95

* Issue Age is limited to age 70 for Inherited IRA Contracts. The Contribution Age Maximum is one year beyond the maximum issue age.

Data Page 4: "Initial Contribution Received" The Owner's initial Contribution amount will appear on Data Page 4.

The current minimum contribution amount requirements are shown below in Table A. If any amount is changed by us, the Data Page will reflect the applicable amount and accordingly, any related text change thereto. Additional text noted below in Table B will vary by market segment. We may also change the contribution limits to accommodate an optional GIB benefit or a new class of business. If such a change is made we may limit the Investment Options under the Contract. Any change will be made for all Contracts depending on the market segment, distribution channel and/or class of business. The current maximum contribution amount requirements are \$1,500,000 (\$500,000 for issue ages 81 – 85). The maximum contribution amount may range from \$250,000 (for issue ages 81 – 85) to \$5,000,000 for all AXA Equitable Contracts.

Table A: The Contribution limits will be shown in the Contract Owner's Data Pages based on the Owner's market segment.

Minimum Initial Contribution	Minimum Subsequent Contribution
\$10,000	\$500 (\$50 for IRA/Roth, \$1,000 for Inherited IRA/Roth) Subsequent Contributions are not permitted under Non-

	Spousal Beneficiary Continuation
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Table B: The following language (based on the Contract Owner's market segment) will be included as the second paragraph under Contributions and Allocations.

Market Segment	Text
Traditional IRA	We will only accept initial Contributions in the form of either a rollover Contribution or a direct custodian-to-custodian transfer from other traditional individual retirement arrangements. Subsequent Contributions may be "regular" IRA Contributions, rollover Contributions or direct transfers.
Roth IRA	<p>We may refuse to accept rollovers from designated Roth accounts under Internal Revenue Code Sections 401(k) and 403(b) plans.</p> <p>We will only accept initial Contributions in the form of either a rollover Contribution from Traditional IRAs, or Roth IRAs, or direct custodian-to-custodian transfers from other Roth IRAs.</p> <p>Amounts converted from an [Retirement Cornerstone] Traditional IRA Contract you own are subject to the following Contribution minimum: Greater of [\$5,000] and [25%] of the Annuity Account Value of your [Retirement Cornerstone] Traditional IRA Contract.</p>
Non-Spousal Applicable Plan Beneficiary Inherited IRA Contracts	We will accept a single direct rollover Contribution in accordance with the Section 402 (c) (11) of the Code of your interest as a beneficiary under the Deceased Participant's Applicable Plan. No subsequent Contributions can be made.
Inherited Traditional IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited traditional IRA Contract from your interest as a beneficiary under another traditional individual retirement arrangement under Section 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Inherited Roth IRA	Subject to our approval, you may make additional direct transfer Contributions to this inherited Roth IRA Contract from your interest as a beneficiary under another Roth individual retirement arrangement under Sections 408A and 408 of the Code of the same Deceased Owner which is being distributed over the same period.
Partial Roth IRA Conversion	The minimum contribution amount is the greater of the initial minimum contribution amount for the respective product (see Table A above) or 25% of the Owner's

Contracts	Annuity Account Value. This percentage may range form 0 to 100%.
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Data Page 6, “Subsequent Contributions”: *[The following text will appear for subsequent contributions made to the ~~Performance Account Investment Options~~ Investment Performance Account Investment Options.]* Subsequent Contributions can be made until the older of the original Annuitant and Owner attain age 86 or if later, the first Contract Date Anniversary.

[If GIB or an optional GDIB is elected the following will appear in lieu of the above.]

Subsequent Contributions to the Protection with Investment Performance ~~ed~~ Account Investment Options can be made until the older of the original Annuitant and Owner attain age 75 or if later, the first Contract Date Anniversary.

The age for subsequent contributions may range from 71 to 86. The first Contract Date Anniversary may range from first Contract Date Anniversary to the fifth Contract Date Anniversary

12. **Data Page 6, “Discontinuance of Contributions and/or Transfers”:** If we discontinue Contributions and transfers into all of the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options, any subsequent Contribution or automated transfer will be allocated to the Investment Performance Account Investment Option corresponding to the Protection with Investment Performance Account Investment Option in the allocation instructions. We may reserve the right to discontinue acceptance of contributions and transfers into an individual Protection with Investment Performance Account Investment Option. The default Investment Option may change from the AXA Balanced Strategy Investment Option to a similar Investment Option. The advance notice period of “45 days” may range from 30 to 90 days.
13. **Data Page 6, “Contributions and Allocations”:** The limit on aggregate Contributions and transfers to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options, of “150%” will range from 100% to 200%. Any Contribution restrictions set forth in an Employer’s Plan will appear here.
14. **Data Page 6-7, “Transfer Rules”:** Current market timing and other transfer rules are shown in the Data Pages. These Contracts are not designed for professional market timing organizations, or other organizations or individuals engaging in market timing strategy. These kinds of strategies are disruptive to the underlying portfolios in which the variable investment options invest. We reserve the right to change this text to address disruptive activity.
15. **Data Pages 7, “Transfer Percentage Limit”:** The allocation and transfer restriction amount with respect to the Guaranteed Interest Option is currently limited to 25%. This amount may change in the future. The percentage limitation will range from 5% to 100%. The amount will be reflected on the form delivered to the Contract Owner. This amount may change from time to time.
16. **Data Page 7, Transfers rules among the ~~Performance Account Investment Options~~ Investment Performance Account Investment Options and the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options:** The text shown on the Data Pages will appear if GIB or an optional GMDDB has been elected.

Transfers from the ~~Performance Account Investment Options~~ Investment Performance Account Investment Options to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options are permitted until the older of the original Annuitant and Owner attain age 75, or if later the first Contract Anniversary. Transfers of amounts from your ~~Performance Account Investment Options~~ Investment Performance Account Investment Options to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options are not permitted after the date a Contribution is made to the ~~Performance Account Investment Options~~ Investment Performance Account Investment Options subsequent to the date the first Withdrawal is taken from the Protection with Investment Performance Account ~~Annuity Account~~ Value. The preceding sentence does not apply to subsequent Contributions received in the first 90 days after the Contract Date. Age 75, may range from 70-95. Transfers to the ~~Protection Account Investment Options~~ Protection with Investment Performance Account Investment Options may not exceed \$1,500,000. The transfer amount may change within a range of \$500,000 to \$2,500,000.

17. **Data Page 8, “Withdrawals”:** The current withdrawal amount requirements, related limits and the order of Investment Options from which the withdrawal will be taken are shown. If any amount is changed, the Data Pages for new issues will reflect the applicable amount, which may range from \$100 to \$1000 and accordingly, any related text change thereto. Any change will be made for all Contracts depending on the product, market segment, class or distribution channel. Automatic Required Minimum Distributions Withdrawals are applicable to the IRA market segment.
18. **Data Page 98, “Contract Termination”:** The minimum Cash Value amount is shown in the Data Pages. We have the right to notify the Contract Owner of the Contract termination if the Cash Value is less than the minimum shown in the Data Pages. The minimum Cash Value may vary, from \$300 to \$1000.
19. **Data Page 9, “Normal Form of Annuity”:** The Normal Form of Annuity is shown in the Data Pages. This is the current default option exercised upon a Contract’s maturity. We reserve the right to change it in the future. Other forms of annuity are available under the Contract. The length of the Period Certain for higher annuitization ages is modified based on IRS rules and may change in the future based on changes according to the Federal Tax Regulations. ***This item does not apply to Inherited Traditional IRA/Roth IRA including Non-Spousal Applicable Plan Beneficiary Owned (also referred to as “Non-Spousal QP to Inherited IRA BCO”) Contract.***
20. **Data Page 9, “Conditions for Payment – (Interest Rate to be Applied in Adjusting for Misstatement of Age or Sex)”:** The bracketed material reflects AXA Equitable’s current policy regarding the determination of the amount of annuity benefits including any adjustment as a result of misstatements. These amounts may be revised in the future for all Contracts.
21. **Data Page 109, “Conditions for Payment – (Minimum Amount to be Applied to an Annuity)”:** The current amount is shown on the Data Pages. We reserve the right to change these amounts in the future.
22. **Data Page 109, “Annual Administrative Charge”:** The current and maximum Administrative Charge and any applicable minimum Annuity Account Value for its waiver are reflected in the Data Pages. We reserve the right to change these amounts for new issues of this Contract. The maximum charge shall not exceed \$85 per Contract Year. The minimum Annuity Account Value

of \$50,000 may range from \$25,000 to \$100,000. Once a Contract is issued these amounts will not change.

The following text will appear if the ~~Performance Account Investment Options~~Investment Performance Account Investment Options are elected:

The above charge will be deducted from the Annuity Account Value in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options on a pro rata basis.

[If ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options are elected, the following will replace the above sentence.]

[The above charge will be deducted from the Annuity Account Value in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options on a pro rata basis. If there is insufficient value or no value in the ~~Performance Account Investment Options~~Investment Performance Account Investment Options, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Account for Special Money Market Dollar Cost Averaging, if applicable. If there is insufficient value or no value in the Account for Special Money Market Dollar Cost Averaging, if applicable, any remaining portion of the charge or the total amount of the charge, as applicable, will be deducted from the Annuity Account Value in the ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options.]

23. **Data Page 10, “Transfer Charges and the Number of Free Transfers”:** We reserve the right to limit the number of free transfers in the future. The limitations for free transfers are provided. The charges for any transfer in excess of such limitation are also provided. The maximum charge for any transfer will not exceed \$35.
24. **Data Page 10, “Contract Fee”:** Sections 8.04 and 8.06 of the Contract gives AXA Equitable the right to change the Contract Fee; we will do so to reflect changes in administrative expenses, death benefit, mortality experience, sales (distribution) expenses and any other applicable expenses subject to any regulatory approvals that apply. The Contract Fee will range from 0.50% to 1.20%.

The Contract Fee is determined by the Owner’s election of ~~Performance Account Investment Options~~Investment Performance Account Investment Options and ~~Protection Account Investment Options~~Protection with Investment Performance Account Investment Options and will be reflected on the Data Pages. In addition, a Variable Investment Option Facilitation Charge will apply to certain variable investment options as indicated in the Data Pages. The Variable Investment Option Facilitation Charge will range from 0% to 0.45%.

AXA EQUITABLE LIFE INSURANCE COMPANY

POLICY FORM CERTIFICATION

I hereby certify that the annuity policy forms listed below have changed only to reflect the revised terms and form numbers shown in the second table below.

ANNUITY POLICY FORMS SUBMITTED:

Name Change Forms	
FORM	Revised Form Number
Data Pages	ICC10DPADV(rev 1010)
GMIB Rider	ICC10GIB1(rev 1010)
GMDB Rider - Greater of	ICC10GMDBGR1(rev 1010)
GMDB Rider - Highest Anniversary Value (formerly Annual Ratchet)	ICC10GMDBHAV1(rev 1010)
GMDB Rider - Return of Premium	ICC10GMDBROP1(rev 1010)
Opt In/Out Endorsement	ICC10GBENDO1(rev 1010)
GOA Endorsement	ICC10GOA1(rev 1010)
Special DCA Endorsement	ICC10SMMDCA1(rev 1010)
NQ Endorsement	ICC10NQ1(rev 1010)
Traditional IRA Endorsement	ICC10IRA1(rev 1010)
Roth IRA Endorsement	ICC10ROTH1(rev 1010)
Application	2010 App 02 ADV (rev 1010)

TERM NAME CHANGES

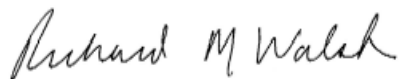
Contract Current Name	Contract New Name
Performance Account & Performance Account Value	Investment Performance Account Value
Performance Account Investment Options	Investment Performance Account Investment Options
Protection Account & Protection Account Value	Protection with Investment Performance Account Value
Protection Account Investment Options	Protection with Investment Performance Account Investment Options

Richard M. Walsh,

Assistant Vice President

NAME

TITLE



November 18, 2010

SIGNATURE

DATE